

## **Debtor's Ex. 48**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO / TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO DE PUERTO RICO

Fill in this information to identify the case (Select only one Debtor per claim form). /  
Llene esta información para identificar el caso (seleccione sólo un deudor por formulario de reclamación).

<input type="checkbox"/> Commonwealth of Puerto Rico El Estado Libre Asociado de Puerto Rico	Case No. 17-bk-03283	Petition Date: May 3, 2017
<input type="checkbox"/> Puerto Rico Sales Tax Financing Corporation (COFINA) La Corporación del Fondo de Interés Apremiante de Puerto Rico	Case No. 17-bk-03284	Petition Date: May 5, 2017
<input checked="" type="checkbox"/> Puerto Rico Highways and Transportation Authority La Autoridad de Carreteras y Transportación de Puerto Rico	Case No. 17-bk-03567	Petition Date: May 21, 2017
<input type="checkbox"/> Employees Retirement System of the Government of the Commonwealth of Puerto Rico El Sistema de Retiro de los Empleados del Gobierno del Estado Libre Asociado de Puerto Rico	Case No. 17-bk-03566	Petition Date: May 21, 2017
<input type="checkbox"/> Puerto Rico Electric Power Authority La Autoridad de Energía Eléctrica de Puerto Rico	Case No. 17-bk-04780	Petition Date: July 2, 2017

CDS 6 1 27 18  
2018 JUN 27 P 3 19  
RECEIVED

Modified Official Form 410 / Formulario Oficial 410 Modificado

**Proof of Claim / Evidencia de reclamación**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a Title III case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy or subject to confidentiality on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

Lea las instrucciones antes de completar este formulario. Este formulario está diseñado para realizar una reclamación de pago en un caso en virtud del Título III. No utilice este formulario para solicitar el pago de un gasto administrativo que no sea una reclamación que reúna los requisitos para ser tratada como prioridad administrativa conforme al Título 11 § 503(b) (9) del U.S.C. Ese tipo de solicitud debe realizarse de conformidad con el Título 11 § 503 del U.S.C.

Quienes presenten la documentación deben omitir o editar información que reúna los requisitos para ser tratada con privacidad o confidencialidad en este formulario o en cualquier otro documento adjunto. Adjunte copias editadas de cualquier otro documento que respalde la reclamación, tales como pagarés, órdenes de compra, facturas, balances detallados de cuentas en funcionamiento, contratos, resoluciones judiciales, hipotecas y acuerdos de garantías. No adjunte documentos originales, ya que es posible que los documentos adjuntos se destruyan luego de analizarlos. En caso de que los documentos no estén disponibles, explique los motivos en un anexo.

Fill in all the information about the claim as of the Petition Date.

Complete toda la información acerca de la reclamación a la fecha en la que se presentó el caso.

☐ Date Stamped Copy Returned  
☐ No Self-Addressed Stamped Envelope  
☒ No Copy Provided

**Part 1 / Parte 1**

**Identify the Claim / Identificar la reclamación**

1. Who is the current creditor?

¿Quién es el acreedor actual?

CARLOS R. CESPEDES GOMEZ

Name of the current creditor (the person or entity to be paid for this claim)  
Nombre al acreedor actual (la persona o la entidad a la que se le pagará la reclamación)

Other names the creditor used with the debtor  
Otros nombres que el acreedor usó con el deudor



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PRIME CLERK LLC page 1

Claim Number: 138396

Proof of Claim

HTA\_CONF 00017819

<b>2. Has this claim been acquired from someone else?</b>  ¿Esta reclamación se ha adquirido de otra persona?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. From whom? Sí. ¿De quién? _____																
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  ¿A dónde deberían enviarse las notificaciones al acreedor?  Norma federal del procedimiento de quiebra (FRBP, por sus siglas en inglés) 2002(g)	<table border="1" style="width:100%"><tr><td style="width:50%"><b>Where should notices to the creditor be sent?</b> ¿A dónde deberían enviarse las notificaciones al acreedor?</td><td style="width:50%"><b>Where should payments to the creditor be sent?</b> (if different) ¿A dónde deberían enviarse los pagos al acreedor? (En caso de que sea diferente)</td></tr><tr><td colspan="2">Name / Nombre: <u>JUAN J. VILELLA-JANEIRO, Esq.</u></td></tr><tr><td colspan="2">Address / Dirección: <u>PMB 291 #1353 Rd. 19</u></td></tr><tr><td>Number / Número: <u>Guaynabo</u></td><td>Street / Calle: <u>PR</u></td></tr><tr><td>City / Ciudad: <u>Guaynabo</u></td><td>State / Estado: <u>PR</u></td></tr><tr><td>ZIP Code / Código postal: <u>00966-2700</u></td><td>City / Ciudad: _____</td></tr><tr><td colspan="2">Contact phone / Teléfono de contacto: <u>(787) 781-7777</u></td></tr><tr><td colspan="2">Contact email / Correo electrónico de contacto: <u>jvilella@vilellajaneirolaw.com</u></td></tr></table>	<b>Where should notices to the creditor be sent?</b> ¿A dónde deberían enviarse las notificaciones al acreedor?	<b>Where should payments to the creditor be sent?</b> (if different) ¿A dónde deberían enviarse los pagos al acreedor? (En caso de que sea diferente)	Name / Nombre: <u>JUAN J. VILELLA-JANEIRO, Esq.</u>		Address / Dirección: <u>PMB 291 #1353 Rd. 19</u>		Number / Número: <u>Guaynabo</u>	Street / Calle: <u>PR</u>	City / Ciudad: <u>Guaynabo</u>	State / Estado: <u>PR</u>	ZIP Code / Código postal: <u>00966-2700</u>	City / Ciudad: _____	Contact phone / Teléfono de contacto: <u>(787) 781-7777</u>		Contact email / Correo electrónico de contacto: <u>jvilella@vilellajaneirolaw.com</u>	
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Contact email / Correo electrónico de contacto: <u>jvilella@vilellajaneirolaw.com</u>																	
<b>4. Does this claim amend one already filed?</b>  ¿Esta reclamación es una enmienda de otra presentada anteriormente?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Sí. Número de reclamación en el registro de reclamaciones judiciales (en caso de saberlo) _____ Filed on / Presentada el _____ (MM/DD/YYYY) / (DD/MM/AAAA)																
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>  ¿Sabe si alguien más presentó una evidencia de reclamación para esta reclamación?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Who made the earlier filing? Sí. ¿Quién hizo la reclamación anterior? _____																

**Part 2 / Parte 2:**

**Give Information About the Claim as of the Petition Date**

**Complete toda la información acerca de la reclamación desde la fecha en la que se presentó el caso.**

<b>6. Do you have a claim against a specific agency or department of the Commonwealth of Puerto Rico?</b>  ¿Tiene una reclamación en contra de algún organismo o departamento específico del Estado Libre Asociado de Puerto Rico?	<input type="checkbox"/> No / No <input checked="" type="checkbox"/> Yes. Identify the agency or department and contact name. (A list of Commonwealth of Puerto Rico agencies and departments is available at: <a href="https://cases.primeclerk.com/puertorico/">https://cases.primeclerk.com/puertorico/</a> .) Sí. Identifique el organismo o departamento y nombre del representante. (Una lista de agencias y departamentos del Estado Libre Asociado de Puerto Rico está disponible en: <a href="https://cases.primeclerk.com/puertorico/">https://cases.primeclerk.com/puertorico/</a> .)  <u>PUERTO RICO HIGHWAYS AND TRANSPORTATION AUTHORITY</u>
<b>7. Do you supply goods and / or services to the government?</b>  ¿Proporciona bienes y / o servicios al gobierno?	<input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Provide the additional information set forth below / Sí. Proporcionar la información adicional establecida a continuación:  Vendor / Contract Number   Número de proveedor / contrato: _____  List any amounts due after the Petition Date (listed above) but before June 30, 2017: Anote la cantidad que se le debe después de la fecha que se presentó el caso (mencionados anteriormente), pero antes del 30 de junio de 2017 \$ _____

<b>8. How much is the claim?</b>  ¿Cuál es el importe de la reclamación?	<div style="display: flex; justify-content: space-between;"><div>\$ 291,141.63</div><div><b>Does this amount include interest or other charges?</b> <b>¿Este importe incluye intereses u otros cargos?</b></div></div> <div style="margin-top: 5px;"><input type="checkbox"/> No / No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). Si. Adjunte un balance con intereses detallados, honorarios, gastos u otros cargos exigidos por la Norma de Quiebras 3001(c)(2)(A).</div>
<b>9. What is the basis of the claim?</b>  ¿Cuál es el fundamento de la reclamación?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p>Por ejemplo: Venta de bienes, préstamo de dinero, arrendamiento, prestación de servicios, lesiones personales u homicidio culposo, o tarjetas de crédito. Adjunte copias editadas de cualquier documento que respalde la reclamación conforme a lo exigido por la Norma de Quiebras 3001(c). Limite la divulgación de información que reúne los requisitos para ser tratada con privacidad, tal como información sobre atención médica.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;">Wages owed under Regulation 02-017.</div>
<b>10. Is all or part of the claim secured?</b>  ¿La reclamación está garantizada de manera total o parcial?	<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Si. La reclamación está garantizada por un derecho de retención sobre un bien.</div> <div style="margin-bottom: 10px;"><b>Nature of property / Naturaleza del bien:</b> <input type="checkbox"/> Motor vehicle / Vehículos  <input type="checkbox"/> Other. Describe: Otro. Describir: _____</div> <div style="margin-bottom: 10px;"><b>Basis for perfection / Fundamento de la realización de pasos adicionales:</b> _____ _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Adjunte copias editadas de documentos, si los hubiere, que demuestre la realización de pasos adicionales para hacer valer un derecho de garantía (por ejemplo, una hipoteca, un derecho de retención, un certificado de propiedad, una declaración de financiamiento u otro documento que demuestre que se ha presentado o registrado un derecho de retención.</div> <div style="margin-bottom: 10px;"><b>Value of property / Valor del bien:</b> \$ _____</div> <div style="margin-bottom: 10px;"><b>Amount of the claim that is secured /</b> <b>Importe de la reclamación que está garantizado:</b> \$ _____</div> <div style="margin-bottom: 10px;"><b>Amount of the claim that is unsecured /</b> <b>Importe de la reclamación que no está garantizado:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) (La suma del importe garantizado y no garantizado debe coincidir con el importe de la línea 7.)</div> <div style="margin-bottom: 10px;"><b>Amount necessary to cure any default as of the Petition Date /</b> <b>Importe necesario para compensar toda cesación de pago a la fecha que se presentó el caso :</b> \$ _____ _____</div> <div style="margin-bottom: 10px;"><b>Annual Interest Rate (on the Petition Date)</b> <b>Tasa de interés anual (cuando se presentó el caso)</b> _____ % <input type="checkbox"/> Fixed / Fija <input type="checkbox"/> Variable / Variable</div>
<b>11. Is this claim based on a lease?</b>  ¿Esta reclamación está basada en un arrendamiento?	<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> No / No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the Petition Date. Si. Importe necesario para compensar toda cesación de pago a partir de la que se presentó el caso \$ _____</div>



12. Is this claim subject to a right of setoff? ☒ No / No  
☐ Yes. Identify the property /  
Sí. Identifique el bien: \_\_\_\_\_

¿La reclamación está sujeta a un derecho de compensación?

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No / No  
☐ Yes. Indicate the amount of your claim arising from the value of any goods received \$ \_\_\_\_\_ by the debtor within 20 days before the Petition Date in these Title III case(s), in which the goods have been sold to the debtor in the ordinary course of such debtor's business. Attach documentation supporting such claim.

¿La reclamación, total o parcial, cumple los requisitos para ser tratada como prioridad administrativa conforme al Título 11 § 503(b)(9) del U.S.C.?

Sí. Indique el importe de la reclamación que surge del valor de cualquier bien recibido por el deudor dentro de los 20 días anteriores a la fecha de inicio en estos casos del Título III, en el que los bienes se han vendido al deudor en el transcurso normal de los negocios del deudor. Adjunte la documentación que respalda dicha reclamación.

**Part 3 / Parte 3:**

**Sign Below / Firmar a continuación**

The person completing this proof of claim must sign and date it.  
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

La persona que complete esta evidencia de reclamación debe firmar e indicar la fecha.  
FRBP 9011(b).

Si presenta esta reclamación de manera electrónica, la FRBP 5005(a)(2) autoriza al tribunal a establecer normas locales para especificar qué se considera una firma.

Check the appropriate box / Marque la casilla correspondiente:

- ☐ I am the creditor. / Soy el acreedor.  
☒ I am the creditor's attorney or authorized agent. / Soy el abogado o agente autorizado del acreedor.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. / Soy el síndico, el deudor o su agente autorizado. Norma de quiebra 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. / Soy el garante, fiador, endosante u otro codeudor. Norma de quiebra 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

Comprendo que una firma autorizada en esta *Evidencia de reclamación* se considera como un reconocimiento de que al calcular el importe de la reclamación, el acreedor le proporcionó al deudor crédito para todo pago recibido para saldar la deuda.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

He leído la información en esta *Evidencia de reclamación* y tengo motivos razonables para suponer que la información es verdadera y correcta.

I declare under penalty of perjury that the foregoing is true and correct. / Declaro bajo pena de perjurio que lo que antecede es verdadero y correcto.

Executed on date / Ejecutado el 24/05/2018 (MM/DD/YYYY) / (DD/MM/AAAA)

Signature / Firma S/JUAN J. VILELLA-JANEIRO

Print the name of the person who is completing and signing this claim / Escriba en letra de imprenta el nombre de la persona que completa y firma esta reclamación:

Name JUAN J. VILELLA-JANEIRO, ESQ.  
First name / Primer nombre Middle name / Segundo nombre Last name / Apellido

Title / Cargo ATTORNEY-AT-LAW

Company / Compañía \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.  
Identifique al recaudador corporativo como la compañía si el agente autorizado es un recaudador.

Address / Dirección PMB 291 #1353 Rd. 19  
Number / Número Street / Calle  
Guaynabo PR 00966-2700  
City / Ciudad State / Estado ZIP Code / Código postal

Contact phone / Teléfono de contacto (787) 781-7777 Email / Correo electrónico jvilella@vilellajaneirolaw.com

**VÁZQUEZ-VELÁZQUEZ, ET ALS. v. PUERTO RICO HIGHWAY  
AND TRANSPORTATION AUTHORITY  
USDC No. 15-01727  
Statement Itemizing Interest, Fees, Expenses, Etc.**

**CARLOS R. CÉSPEDES GÓMEZ**

Owed salaries under Regulation 02-017 (\$1,550.00 per month)

July 1, 2014 – June 30, 2017 \$55,800.00

July 1, 2017 – April 30, 2018 (\$1,550.00 x 9) 13,950.00

May 1 - 15, 2018 (\$51.67 daily x 15) 779.55

\$70,529.55

Double penalty for lack of payment of salaries  
provided under state law

70,529.55

\$141,059.10

Damages under state law

+ 50,000.00

191,059.10

Annual penalty interest of 6%

(since July 1, 2014, until June 30, 2018)

\$ 11,463.55 x 4 = 45,854.20

236,913.30

25% of Attorney's fees under state law

+ 59,228.33

**\$296,141.63**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

JANET VAZQUEZ-VELAZQUEZ, HER  
SPOUSE, RAMON A. DEL VALLE LOPEZ  
AND THEIR CONJUGAL PARTNERSHIP;  
CARLOS R. CESPEDES-GOMEZ, HIS  
SPOUSE, JOCELYN CALO BIRRIEL AND  
THEIR CONJUGAL PARTNERSHIP;  
SAUL O. ALMEDA-CRUZ, HIS SPOUSE,  
JUDITH NIEVES RIVERA AND THEIR  
CONJUGAL PARTNERSHIP;  
FRANCISCO M. ALVARADO-BARRIOS,  
HIS SPOUSE, MARILYN ALVAREZ  
RIVERA AND THEIR CONJUGAL  
PARTNERSHIP;  
JUAN C. ARROYO-RAMIREZ, HIS  
SPOUSE, DAMARIS VELEZ RIOS AND  
THEIR CONJUGAL PARTNERSHIP;  
JOAN A. ARROYO-TORRES;  
MARIA I. AYALA-RIVERA, HER SPOUSE  
JOSE R. HUERTAS DIAZ AND THEIR  
CONJUGAL PARTNERSHIP;  
JUAN O. BADILLO-VELEZ, HIS SPOUSE,  
AUDREY CHICO GARCIA AND THEIR  
CONJUGAL PARTNERSHIP;  
JULIO BAEZ-ROMERO;  
ISRAEL CANCEL-HIDALGO, HIS  
SPOUSE, YAMELIA M. QUINTANA  
LATORRE AND THEIR CONJUGAL  
PARTNERSHIP;  
ANGEL L. CARABALLO-IRIZARRY, HIS  
SPOUSE ALEIDA OQUENDO  
HERNANDEZ AND THEIR CONJUGAL  
PARTNERSHIP;  
AXEL CARRASQUILLO-CUEVAS;  
CARLOS R. CESPEDES-GOMEZ, HIS  
SPOUSE, JOCELYN CALO BIRRIEL AND  
THEIR CONJUGAL PARTNERSHIP;  
ANGEL L. CORA DE JESUS, HIS  
SPOUSE, EILEEN LARRACUENTE  
ROSARIO AND THEIR CONJUGAL  
PARTNERSHIP;  
SAMUEL CORCHADO-RODRIGUEZ, HIS  
SPOUSE, WANDA L. FIGUEROA  
BARRETO AND THEIR CONJUGAL

Civil No.

re: civil rights violations

plaintiffs demand trial by jury

Complaint  
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PARTNERSHIP;  
YARITZA CORDERO-BONILLA, HER  
SPOUSE, JOEL BONET TORRES AND  
THEIR CONJUGAL PARTNERSHIP;  
LUIS F. CRUZ-ROSA, HIS SPOUSE,  
YARELIS ESTALA OLIVERAS AND  
THEIR CONJUGAL PARTNERSHIP;  
EDUARDO W. DA SILVA-OLIVEROS,  
HIS SPOUSE CALUDIA L. ANTUNEZ DE  
MAYOLO LOJAS AND THEIR  
CONJUGAL PARTNERSHIP;  
VIVIAN L. DE JESUS RIVERA, HER  
SPOUSE EDIBERTO RODRIGUEZ  
NEGRON AND THEIR CONJUGAL  
PARTNERSHIP;  
MORAIMA FIGUEROA MORALES, HIS  
SPOUSE, EDDIE W. PACHECO  
SANTIAGO AND THEIR CONJUGAL  
PARTNERSHIP;  
JOSE A. GARCIA-MARRERO;  
JOSE B. GONZALEZ-VELEZ, HIS  
SPOUSE, LOURDES SOTO SANTIAGO  
AND THEIR CONJUGAL PARTNERSHIP;  
ENRIQUE M. GONZALEZ-VIRUET, HIS  
SPOUSE KEILA Y. PELLOT DIAZ AND  
THEIR CONJUGAL PARTNERSHIP;  
GILBERTO HERNANDEZ-CAJIGAS, HIS  
SPOUSE, YAZMIN MUÑOZ GALLOZA  
AND THEIR CONJUGAL PARTNERSHIP;  
DARYMAR HERNANDEZ GINES;  
JISELA JIRAU-ADAMES, HER SPOUSE,  
WILTHER A. AVILES LOPEZ AND THEIR  
CONJUGAL PARTNERSHIP;  
JESSIE JUSINO-LUGO, HIS SPOUSE,  
MARIBEL CLASS DELGADO AND  
THEIR CONJUGAL PARTNERSHIP;  
SANDRA LISBOA-GONZALEZ;  
DENNISSE LUCIANO-COLLAZO, HER  
SPOUSE, RICHARD CABAN RUIZ AND  
THEIR CONJUGAL PARTNERSHIP;  
NELLY MALDONADO-RIVERA;  
VICTOR M. MEDINA-BADILLO, HIS  
SPOUSE, CORINA NASTASACHE AND



Complaint  
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THEIR CONJUGAL PARTNERSHIP;  
ANIBAL MIRANDA-PEREZ;  
GLADYS MOJICA-ORTIZ, HER SPOUSE,  
CARLOS E. LUGO QUIÑONES AND  
THEIR CONJUGAL PARTNERSHIP;  
NURYS A. MOLINA-PEREZ;  
RAFAEL J. MORALES DE JESIS, HIS  
SPOUSE, JULIA V. ALBELO RIVERA  
AND THEIR CONJUGAL PARTNERSHIP;  
REGINO NAVARRO-RODRIGUEZ, HIS  
SPOUSE ADA I. MEDINA SANCHEZ AND  
THEIR CONJUGAL PARTNERSHIP;  
AMILCAR NIEVES-SANTIAGO, HIS  
SPOUSE, CRISTINE S. HEREDIA PEREZ  
AND THEIR CONJUGAL PARTNERSHIP;  
JOSE L. NOVOA-GARCIA, HIS SPOUSE,  
LUZ N. BRACERO LUGO AND THEIR  
CONJUGAL PARTNERSHIP;  
ORLANDO ORTIZ-BURGOS, HIS  
SPOUSE, CARMEN D. DEL RIO SOTO  
AND THEIR CONJUGAL PARTNERSHIP;  
PAMELA ORTIZ-OLMO;  
ILEANA OTERO-PADILLA;  
SHEILA PACHECO-SANCHEZ;  
ASTRID PAGAN-FLORES;  
LUIS R. PASTOR REYES;  
LOURDES I. PEREZ-CARRION, HER  
SPOUSE, NELSON MORALES SANTANA  
AND THEIR CONJUGAL PARTNERSHIP;  
IVELISSE PEREZ-MARQUEZ;  
DAYNA D. PEREZ-ZAPATA, HER  
SPOUSE, TOMAS MONTALVO TORRES  
AND THEIR CONJUGAL PARTNERSHIP;  
IGNACIO RIOS-RIVAS, HIS SPOUSE,  
LESLIE E. CABALLERO BELTRAN AND  
THEIR CONJUGAL PARTNERSHIP;  
JOSE M. RIVERA-COLON, HIS SPOUSE,  
IVETTE M. PEREZ NIEVES AND THEIR  
CONJUGAL PARTNERSHIP;  
IVONNE RIVERA-ORSINI, HER SPOUSE,  
DANIEL O. VALENTIN AGRON AND  
THEIR CONJUGAL PARTNERSHIP;

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MARILYN RODRIGUEZ-DIAZ;  
LEONARDO RODRIGUEZ-DIEPPA, HIS  
SPOUSE IDALISE LAZU LAZU AND  
THEIR CONJUGAL PARTNERSHIP;  
CARLOS J. RODRIGUEZ-HERNANDEZ,  
HIS WIFE, BRENDA I. COLON ORTIZ  
AND THEIR CONJUGAL PARTNERSHIP;  
MARIA D. RODRIGUEZ-TOLEDO, HER  
SPOUSE, LUIS A. TORRES VAZQUEZ  
AND THEIR CONJUGAL PARTNERSHIP;  
GABRIEL ROSADO DE JESUS, HIS  
SPOUSE, MARGARITA VAZQUEZ  
CEDENO AND THEIR CONJUGAL  
PARTNERSHIP;  
ONIX ROSARIO MORALES, HIS SPOUSE,  
ANGELA M. GARCIA MUÑOZ AND  
THEIR CONJUGAL PARTNERSHIP;  
MIGUEL J. ROSARIO-RIVERA, HIS  
SPOUSE, AMARYLLIS RIVERA REYES  
AND THEIR CONJUGAL PARTNERSHIP;  
JOSE M. ROSARIO;  
EDURADO RUIZ-VELEZ;  
SAUL J. SANDOVAL-MELENDEZ, HIS  
SPOUSE, AMBAR ROSARIO LUGARO  
AND THEIR CONJUGAL PARTNERSHIP;  
CARLOS M. SANTANA-VAZQUEZ, HIS  
SPOUSE, MARIBEL CRUZ RIVERA AND  
THEIR CONJUGAL PARTNERSHIP;  
ANGEL L. SANTIAGO-GALARZA;  
DAMARI M. SANTIAGO-TORRES, HER  
SPOUSE, EDGAR H. RODRIGUEZ  
ORENGO AND THEIR CONJUGAL  
PARTNERSHIP;  
DAMARIS E. SEBASTIAN-LOPEZ;  
MARVIN SOSA-GONZALEZ, HIS  
SPOUSE, NIDIA I. BETANCOURT  
RIVERA AND THEIR CONJUGAL  
PARTNERSHIP;  
CELIA I. TAMARIZ-VARGAS, HER  
SPOUSE, ALEXIS DELGADO ACOSTA  
AND THEIR CONJUGAL PARTNERSHIP;  
JOSE O. TORO-MARTINEZ, HIS SPOUSE,  
JESSICA APONTE APONTE AND THEIR

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CONJUGAL PARTNERSHIP;  
GERARDO TORRES-ORTIZ, HIS  
SPOUSE, NEREIDA TORRES  
RODRIGUEZ AND THEIR CONJUGAL  
PARTNERSHIP;  
DIXON VARGAS-MONTALVO;  
JOSE A. VELEZ-ZAYAS, HIS SPOUSE,  
ROSA M. VIROLA FIGUEROA AND  
THEIR CONJUGAL PARTNERSHIP;

Plaintiffs

v.

PUERTO RICO HIGHWAY AND  
TRANSPORTATION AUTHORITY and  
CARMEN VILLAR PRADOS in her official  
capacity as Executive Director.

Defendants

## COMPLAINT

TO THE HONORABLE COURT:

COME NOW plaintiffs in the case at bar, through the undersigned attorneys, and very respectfully state, allege and pray as follows:

### I. Nature of the Action and Jurisdiction

1. The events and omissions giving rise to the claims set forth in this Complaint all occurred within the District of Puerto Rico and the territory of Puerto Rico.
2. Federal question jurisdiction in this case is attained under 28 U.S.C. §1331. This case is a suit arising out of civil rights violations pursuant to 42 U.S.C. §1983 and violations to plaintiffs' Constitutional rights under the Fifth and Fourteenth Amendments to the Constitution

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of the United States of America.

3. Venue is appropriate in this judicial district pursuant to 28 U.S.C. §1391(b)(1)-(2), as all parties are Puerto Rico residents and all of the relevant facts occurred within the District of Puerto Rico.

4. This Honorable Court's supplemental jurisdiction is invoked pursuant to 28 U.S.C. §1367, over claims arising under the same nucleus of operative facts, in violation of Puerto Rico law.

5. All the parties involved are citizens of the United States of America.

## **II. The Parties**

6. The Plaintiffs are all current employees of the defendant the Puerto Rico Highway and Transportation Authority (hereinafter "PRHTA"). In alphabetical order, the Plaintiffs<sup>1</sup> are:

(6-1) Saul O. Almeda-Cruz is a resident of the municipality of Caguas. He works in the PRHTA since August, 1992. He actually works as a project administrator in the PRHTA's East Regional Office. Mr. Almeda-Cruz is married to Judith Nieves Rivera and together they compose a conjugal partnership.

(6-2) Francisco M. Alvarado-Barrios is a resident of the municipality of Toa Alta. He works in the PRHTA since 2000. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Alvarado-Barrios is married to Marilyn Alvarez Rivera and together they compose a conjugal partnership.

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<sup>1</sup> Given the fact that there are sixty-nine (69) plaintiffs, and to avoid pro-formula inclusion of additional parties such as the respective spouses of those married under a partnership of legal assets as well as the partnership itself, each of the plaintiffs that is married under such matrimonial regime, has obtained a written consent from the spouse by which the appearing spouse is fully authorized to represent the interest of the non-party spouse and their legal partnership. Hence, the inclusion of several dozens of additional parties is not needed.

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(6-3) Juan C. Arroyo-Ramírez is a resident of the municipality of Bayamón. He works in the PRHTA since 1999. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Arroyo-Ramírez is married to Damaris Vélez Ríos and together they compose a conjugal partnership.

(6-4) Joan A. Arroyo-Torres is a resident of the municipality of Fajardo. She works in the PRHTA since 2001. She actually works as a project administrator in the PRHTA's East Regional Office.

(6-5) María I. Ayala-Rivera is a resident of the municipality of Comerío. She works in the PRHTA since 1998. She actually works as a project supervisor in the PRHTA's North Regional Office. Mrs. Ayala-Rivera is married to José R. Huertas Díaz and together they compose a conjugal partnership.

(6-6) Juan O. Badillo-Vélez is a resident of the municipality of Isabela. He works in the PRHTA since 1998. He actually works as a project administrator in the PRHTA's North Regional Office. Mr. Badillo-Vélez is married to Audrey Chico García and together they compose a conjugal partnership.

(6-7) Julio Báez-Romero is a resident of the municipality of Ponce. He works in the PRHTA since 2002. He actually works as a project administrator in the PRHTA's South Regional Office.

(6-8) Israel Cancel-Hidalgo is a resident of the municipality of Toa Baja. He works in the PRHTA since August 1998. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Cancel-Hidalgo is married to Yamelia M. Quintana Latorre and together they compose a conjugal partnership.



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(6-9) Ángel L. Caraballo-Irizarry is a resident of the municipality of Juana Díaz. He works in the PRHTA since 1986. He actually works as a project administrator in the PRHTA's South Regional Office. Mr. Caraballo-Irizarry is married to Aleida Oquendo Hernández and together they compose a conjugal partnership.

(6-10) Axel Carrasquillo-Cuevas is a resident of the municipality of San Juan. He works in the PRHTA since 1998. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office.

(6-11) Carlos R. Céspedes-Gómez is a resident of the municipality of Carolina. He works in the PRHTA since August 1996. He actually works as a project supervisor in the PRHTA's Metropolitan Regional Office. Mr. Céspedes-Gómez is married to Jocelyn Calo Birriel and together they compose a conjugal partnership.

(6-12) Ángel L. Cora De Jesús is a resident of the municipality of Bayamón. He works in the PRHTA since June 1995. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Cora De Jesús is married to Eileen Larracuenta Rosario and together they compose a conjugal partnership.

(6-13) Samuel Corchado-Rodríguez is a resident of the municipality of Caguas. He works in the PRHTA since 1999. He actually works as a project administrator in the PRHTA's East Regional Office. Mr. Corchado-Rodríguez is married to Wanda L. Figueroa Barreto and together they compose a conjugal partnership.

(6-14) Yaritza Cordero-Bonilla is a resident of the municipality of Sabana Grande. She works in the PRHTA since 1999. She actually works as a project administrator in the PRHTA's West Regional Office. Mrs. Cordero-Bonilla is married to Joel Bonet Torres and

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together they compose a conjugal partnership.

(6-15) Luis F. Cruz-Rosa is a resident of the municipality of Gurabo. He works in the PRHTA since 1996. He actually works as a project supervisor in the PRHTA's East Regional Office. Mr. Cruz-Rosa is married to Yarelis Estala Oliveras and together they compose a conjugal partnership.

(6-16) Eduardo W. da Silva-Oliveros is a resident of the municipality of Moca. He works in the PRHTA since 1996. He actually works as a project supervisor in the PRHTA's West Regional Office. Mr. da Silva-Oliveros is married to Caludia L. Antunez de Mayolo Lojas and together they compose a conjugal partnership.

(6-17) Vivian L. De Jesús Rivera is a resident of the municipality of Toa Alta. She works in the PRHTA since August 1989. She actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mrs. De Jesús Rivera is married to Ediberto Rodríguez Negrón and together they compose a conjugal partnership.

(6-18) Moraima Figueroa-Morales is a resident of the municipality of Naranjito. She works in the PRHTA since 1995. She actually works as a project administrator in the PRHTA's North Regional Office. Mrs. Figueroa-Morales is married to Eddie W. Pacheco Santiago and together they compose a conjugal partnership.

(6-19) José A. García-Marrero is a resident of the municipality of Toa Alta. He works in the PRHTA since 1996. He actually works as a project administrator in the PRHTA's North Regional Office.

(6-20) José B. González-Vélez is a resident of the municipality of Lares. He works in the PRHTA since 2002. He actually works as a project administrator in the PRHTA's

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West Regional Office. Mr. González-Vélez is married to Lourdes Soto Santiago and together they compose a conjugal partnership.

(6-21) Enrique M. González-Viruet is a resident of the municipality of Arecibo. He works in the PRHTA since 2000. He actually works as a project supervisor in the PRHTA's North Regional Office. Mr. González-Viruet is married to Keila Y. Pellot Díaz and together they compose a conjugal partnership.

(6-22) Gilberto Hernández-Cajigas is a resident of the municipality of Aguada. He works in the PRHTA since 2001. He actually works as a project administrator in the PRHTA's West Regional Office. Mr. Hernández-Cajigas is married to Yazmín Muñoz Galloza and together they compose a conjugal partnership.

(6-23) Darymar Hernández-Ginés is a resident of the municipality of Vega Baja. She works in the PRHTA since 1996. She actually works as a project administrator in the PRHTA's North Regional Office.

(6-24) Jisela Jirau-Adames is a resident of the municipality of Arecibo. She works in the PRHTA since 2004. She actually works as a project administrator in the PRHTA's North Regional Office. Mrs. Jirau-Adames is married to Wilther A. Aviles López and together they compose a conjugal partnership.

(6-25) Jessie Jusino-Lugo is a resident of the municipality of Aguadilla. He works in the PRHTA since 1998. He actually works as a project administrator in the PRHTA's West Regional Office. Mr. Jusino-Lugo is married to Maribel Class Delgado and together they compose a conjugal partnership.

(6-26) Sandra Lisboa-González is a resident of the municipality of Toa Alta. She

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works in the PRHTA since 1996. She actually works as a project administrator in the PRHTA's North Regional Office.

(6-27) Dennisse Luciano-Collazo is a resident of the municipality of Mayaguez. She works in the PRHTA since 1996. She actually works as a project administrator in the PRHTA's West Regional Office. Mrs. Luciano-Collazo is married to Richard Caban Ruiz and together they compose a conjugal partnership.

(6-28) Nelly Maldonado-Rivera is a resident of the municipality of Adjuntas. She works in the PRHTA since 1996. She actually works as a project administrator in the PRHTA's South Regional Office.

(6-29) Victor M. Medina-Badillo is a resident of the municipality of Isabela. He works in the PRHTA since 1996. He actually works as a project administrator in the PRHTA's West Regional Office. Mr. Medina-Badillo is married to Corina Nastasache and together they compose a conjugal partnership.

(6-30) Anibal Miranda-Pérez is a resident of the municipality of Juncos. He works in the PRHTA since 1996. He actually works as a project administrator in the PRHTA's East Regional Office.

(6-31) Gladys Mojica-Ortíz is a resident of the municipality of Juana Díaz. She works in the PRHTA since 2001. She actually works as a project administrator in the PRHTA's South Regional Office. Mrs. Mojica-Ortíz is married to Carlos E. Lugo Quiñones and together they compose a conjugal partnership.

(6-32) Nurys A. Molina-Pérez is a resident of the municipality of San Juan. She works in the PRHTA since 1986. She actually works as a project supervisor in the PRHTA's

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Metropolitan Regional Office.

(6-33) Rafael J. Morales De Jesús is a resident of the municipality of Manatí. He works in the PRHTA since 2001. He actually works as a project administrator in the PRHTA's North Regional Office. Mr. Morales De Jesús is married to Julia V. Albelo Rivera and together they compose a conjugal partnership.

(6-34) Regino Navarro-Rodríguez is a resident of the municipality of Yabucoa. He works in the PRHTA since 1997. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Navarro-Rodríguez is married to Ada I. Medina Sánchez and together they compose a conjugal partnership.

(6-35) Amilcar Nieves-Santiago is a resident of the municipality of Utuado. He works in the PRHTA since 2003. He actually works as a project administrator in the PRHTA's North Regional Office. Mr. Nieves-Santiago is married to Cristine S. Heredia Pérez and together they compose a conjugal partnership.

(6-36) José L. Novoa-García is a resident of the municipality of Peñuelas. He works in the PRHTA since August 1996. He actually works as a project supervisor in the PRHTA's South Regional Office. Mr. Novoa-García is married to Luz N. Bracero Lugo and together they compose a conjugal partnership.

(6-37) Orlando Ortiz-Burgos is a resident of the municipality of Caguas. He works in the PRHTA since 1995. He actually works as a project supervisor in the PRHTA's East Regional Office. Mr. Ortiz-Burgos is married to Carmen D. Del Rio Soto and together they compose a conjugal partnership.

(6-38) Pamela Ortiz-Olmo is a resident of the municipality of Caguas. She works



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in the PRHTA since 1992. She actually works as a project administrator in the PRHTA's East Regional Office.

(6-39) Ileana Otero-Padilla is a resident of the municipality of Caguas. She works in the PRHTA since 2003. She actually works as a project administrator in the PRHTA's East Regional Office.

(6-40) Sheila Pacheco-Sánchez is a resident of the municipality of Carolina. She works in the PRHTA since 2003. She actually works as a project administrator in the PRHTA's Metropolitan Regional Office.

(6-41) Astrid Pagán-Flores is a resident of the municipality of Bayamón. She works in the PRHTA since 2000. She actually works as a project administrator in the PRHTA's Metropolitan Regional Office.

(6-42) Luis R. Pastor Reyes is a resident of the municipality of Trujillo Alto. He works in the PRHTA since 1993. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office.

(6-43) Lourdes I. Pérez-Carrión is a resident of the municipality of Guaynabo. She works in the PRHTA since 1989. She actually works as a project supervisor in the PRHTA's Metropolitan Regional Office. Mrs. Pérez-Carrión is married to Nelson Morales Santana and together they compose a conjugal partnership.

(6-44) Ivelisse Pérez-Márquez is a resident of the municipality of Cabo Rojo. She works in the PRHTA since May 1990. She actually works as a project supervisor in the PRHTA's West Regional Office.

(6-45) Dayna D. Pérez-Zapata is a resident of the municipality of Gurabo. She

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works in the PRHTA since 2001. She actually works as a project administrator in the PRHTA's East Regional Office. Mrs. Pérez-Zapata is married to Tomás Montalvo Torres and together they compose a conjugal partnership.

(6-46) Ignacio Rios-Rivas is a resident of the municipality of Ciales. He works in the PRHTA since 2004. He actually works as a project administrator in the PRHTA's North Regional Office. Mr. Rios-Rivas is married to Leslie E. Caballero Beltrán and together they compose a conjugal partnership.

(6-47) José M. Rivera-Colón is a resident of the municipality of San Juan. He works in the PRHTA since November 1985. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Rivera-Colón is married to Ivette M. Pérez Nieves and together they compose a conjugal partnership.

(6-48) Ivonne Rivera-Orsini is a resident of the municipality of Rincón. She works in the PRHTA since 2000. She actually works as a project administrator in the PRHTA's West Regional Office. Mrs. Rivera-Orsini is married to Daniel O. Valentín Arroyo and together they compose a conjugal partnership.

(6-49) Marilyn Rodríguez-Díaz is a resident of the municipality of San Lorenzo. She works in the PRHTA since 1995. She actually works as a project supervisor in the PRHTA's East Regional Office.

(6-50) Leandro Rodríguez-Dieppa is a resident of the municipality of Humacao. He works in the PRHTA since November 2002. He actually works as a project administrator in the PRHTA's East Regional Office. Mr. Rodríguez-Dieppa is married to Idalise Lazú Lazú and together they compose a conjugal partnership.

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(6-51) Carlos J. Rodríguez-Hernández is a resident of the municipality of Conóvanas. He works in the PRHTA since 1997. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Rodríguez-Hernández is married to Brenda I. Colón Ortiz and together they compose a conjugal partnership.

(6-52) María D. Rodríguez-Toledo is a resident of the municipality of Guánica. She works in the PRHTA since September 2002. She actually works as a project administrator in the PRHTA's South Regional Office. Mrs. Rodríguez Toledo is married to Luis A. Torres Vázquez and together they compose a conjugal partnership.

(6-53) Gabriel Rosado De Jesús is a resident of the municipality of Jayuya. He works in the PRHTA since 1988. He actually works as a project administrator in the PRHTA's South Regional Office. Mr. Rosado De Jesús is married to Margarita Vázquez Cedeño and together they compose a conjugal partnership.

(6-54) Onix Rosario-Morales is a resident of the municipality of Luquillo. He works in the PRHTA since 1997. He actually works as a project administrator in the PRHTA's East Regional Office. Mr. Rosario-Morales is married to Angela M. García Muñoz and together they compose a conjugal partnership.

(6-55) Miguel J. Rosario-Rivera is a resident of the municipality of Arecibo. He works in the PRHTA since 2002. He actually works as a project supervisor in the PRHTA's North Regional Office. Mr. Rosario Rivera is married to Amaryllis Rivera Reyes and together they compose a conjugal partnership.

(6-56) José M. Rosario is a resident of the municipality of Utuado. He works in the PRHTA since May 2002. He actually works as a project administrator in the PRHTA's North

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Regional Office.

(6-57) Eduardo Ruiz-Vélez is a resident of the municipality of Trujillo Alto. He works in the PRHTA since 1996. He actually works as a project supervisor in the PRHTA's Metropolitan Regional Office.

(6-58) Saúl J. Sandoval-Meléndez is a resident of the municipality of Cabo Rojo. He works in the PRHTA since March 2003. He actually works as a project administrator in the PRHTA's West Regional Office. Mr. Sandoval-Meléndez is married to Ambar Rosario Lugaro and together they compose a conjugal partnership.

(6-59) Carlos M. Santana-Vázquez is a resident of the municipality of Yabucoa. He works in the PRHTA since 2003. He actually works as a project supervisor in the PRHTA's East Regional Office. Mr. Santana-Vázquez is married to Maribel Cruz Rivera and together they compose a conjugal partnership.

(6-60) Ángel L. Santiago-Galarza is a resident of the municipality of Juncos. He works in the PRHTA since 1996. He actually works as a project administrator in the PRHTA's East Regional Office.

(6-61) Damari M. Santiago-Torres is a resident of the municipality of Yauco. She works in the PRHTA since 1998. She actually works as a project administrator in the PRHTA's South Regional Office. Mrs. Santiago-Torres is married to Edgar H. Rodríguez Orengo and together they compose a conjugal partnership.

(6-62) Damaris E. Sebastian-López is a resident of the municipality of San Juan. She works in the PRHTA since 1988. She actually works as a project administrator in the PRHTA's Metropolitan Regional Office.

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(6-63) Marvin Sosa-González is a resident of the municipality of Juncos. He works in the PRHTA since 1998. He actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mr. Sosa-González is married to Nidia I. Betancourt Rivera and together they compose a conjugal partnership.

(6-64) Celia I. Tamariz-Vargas is a resident of the municipality of Hormigueros. She works in the PRHTA since September 1996. She actually works as a project supervisor in the PRHTA's West Regional Office. Mrs. Tamariz Vargas is married to Alexis Delgado Acosta and together they compose a conjugal partnership.

(6-65) José O. Toro-Martínez is a resident of the municipality of Cabo Rojo. He works in the PRHTA since 1999. He actually works as a project administrator in the PRHTA's West Regional Office. Mr. Toro-Martínez is married to Jessica Aponte Aponte and together they compose a conjugal partnership.

(6-66) Gerardo Torres-Ortiz is a resident of the municipality of Villalba. He works in the PRHTA since 1992. He actually works as a project administrator in the PRHTA's South Regional Office. Mr. Torres-Ortiz is married to Nereida Torres Rodríguez and together they compose a conjugal partnership.

(6-67) Dixon Vargas-Montalvo is a resident of the municipality of Caguas. He works in the PRHTA since 1999. He actually works as a project administrator in the PRHTA's East Regional Office.

(6-68) Janet Vázquez-Velázquez is a resident of the municipality of Caguas. She works in the PRHTA since 1994. She actually works as a project administrator in the PRHTA's Metropolitan Regional Office. Mrs. Vázquez-Velázquez is married to Ramón A. Del Valle



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López and together they compose a conjugal partnership.

(6-69) José A. Vélez-Zayas is a resident of the municipality of Juana Díaz. He works in the PRHTA since 1991. He actually works as a project administrator in the PRHTA's South Regional Office. Mr. Vélez-Zayas is married to Rosa M. Virola Figueroa and together they compose a conjugal partnership.

7. The co-defendant is the Puerto Rico Highway and Transportation Authority ("PRHTA"), a public corporation created by law and with the faculty to sue and be sued.

8. The co-defendant engineer Carmen Villar-Prados is the current PRHTA's Executive Director and she is being sued only in her official capacity and in her role as the highest executive official of the PRHTA.

### **III. Factual Narrative Common to All Claims**

9. The PRHTA is a public corporation. Its powers, duties and obligations are all covered in its organic law, Law No. 74 of June 23, 1965, as amended, codified in 9 P.R.L.A. §§2000 *et seq.* (hereinafter "Organic Law").

10. The PRHTA's legal mandate to build and maintain Puerto Rico's vast network of freeways and toll roads is conducted through five (5) regional offices located in diverse geographical points throughout the island in order to better comply with its mandate.

11. The regional offices are located in the municipalities of Manatí ("North Region"), Mayaguez ("West Region"), Ponce ("South Region"), Humacao ("East Region") and San Juan ("Metro Region"). All the municipalities of Puerto Rico are assigned to a particular regional office.

12. Each Regional Office is directed by a "Regional Director", who usually is a

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political appointee and holds a trust position for the term of whatever political administration is managing the PRHTA.

13. Under the Regional Director there are the “Project Supervisors”. These are career positions and among their main duties is the supervising of the project administrators. Each Project Supervisor could supervise multiple project administrators in one (1) or more municipalities within his/her region. Among the plaintiffs there are fifteen (15) Project Supervisors.

14. The “Project Administrators” serve as the direct link between the PRHTA and the private contractors that build the construction projects. These are also career positions and among their main duties is the inspection of the construction project to make sure that the private contractor builds in accordance with the plans and specifications under the construction contract. Among the plaintiffs there are fifty-four (54) Project Administrators.

15. Contrary to most PRHTA’s employees, these Project Supervisors and Administrators work alongside the public works’ private contractors. That is, unlike their fellow employees at the PRHTA’s main offices in the South Tower of the Roberto Sánchez-Vilella Government Center (i.e., formerly known as the “Minillas Government Center”), the Plaintiffs oftentimes work before and after “regular working hours”, nights, week-ends and holidays. Whenever a contractor is building a PRHTA project, there are Project Administrators and Supervisors alongside.

16. When most, if not all, political appointees are resting and/or enjoying the company of their families over the weekend or a holiday, Plaintiffs, as Project Administrators and Supervisors, are working alongside the contractors.

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17. A couple of decades ago, the organizational structure of the PRHTA did not distinguish from an engineer that worked in the “field” and those that worked in the air-conditioned offices in Minillas. The all-purpose classification of “Engineer in Training” through “Engineer VI” only not made such distinctions, but the compensation packages for each position did not differ as to where the PRHTA employee worked.

18. Given the complexity and time requirements of the position of Project Administrators and Supervisors, it should not be a surprise that these were positions that the PRHTA had difficulties in filling. After all, why on earth would an engineer work nights and weekends, oftentimes in dangerous conditions in high-speed roads, when he/she could work a reduced schedule where the only employment risk were paper-cuts and air-conditioned induced colds for the same compensation?

19. In the mid-to-late nineties, the then PRHTA’s Executive Director, Dr. Sergio González-Quevedo, commenced a recruiting program in order to bring “new blood” to the PRHTA. The reason for this was simple: being created in 1965, by 1995, the PRHTA was losing most of its skilled engineers to retirement.

20. However, the PRHTA found out that in order to bring qualified engineers to its construction projects, it had to revamp its compensation program and offer more to those that literally worked and risked more.

21. Experimentation with diverse schemes for additional compensation to the project administrators and supervisors were attempted throughout the initial years in search of the optimal formula to entice young engineers to work the additional time required by the positions.

22. Unfortunately, the Project Administrators and Supervisors compensation program

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was subject to political footballing in the decade after Dr. González's initiative. After many years of formal and informal compensation programs, it was not until the administration of the former PRHTA Executive Director Rubén Hernández-Gregorat that the PRHTA finally formalized its compensation program to its Project Administrators and Supervisors.

23. As allowed by its Organic Law, on November 28, 2011, the PRHTA adopted its Regulation number 02-017, titled "Compensation Program for Management of Construction Projects" (hereinafter "Regulation").

24. The Regulation codified the PRHTA's practice of paying additional compensation to its engineers engaged in the construction of its projects throughout its five (5) regional offices.

25. The Regulation recognized that, the difference in work realized between the Project Administrators and Supervisors and the rest of the PRHTA's employees merited additional compensation as the Project Administrators' and Supervisors' additional functions risked their respective family relationships while endangering their lives and health.

26. The Regulation recognized that, without the provisions of the Regulation, PRHTA's Project Administrators and Supervisors were in a disadvantaged position in relation to their fellow engineers in the agency.

27. The Regulation recognizes the work performed by the Project Administrators and Supervisors and provides additional compensation for them in exchange of the additional functions that they perform for the PRHTA.

28. The compensation provided by the Regulation to the PRHTA's Project Administrators and Supervisors was part of their respective salaries.

29. The Project Administrators and Supervisors paid income, disability and social

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security taxes on the amounts of money received under the Regulation. The PRHTA withheld the corresponding percentages for these taxes from the compensation paid to its Project Administrators and Supervisors under the Regulation.

30. In the summer of 2014, the Puerto Rico's Legislature adopted Law No. 66 of June 17, 2014 (hereinafter "Law 66"). This legislation had the purpose of assisting the current government of Puerto Rico in meeting the financial hardships faced as a consequence of the still and most recent economic recession.

31. In regards to public employees' compensation, Law 66 only prohibited the increase of benefits and actual salary. Law 66 did not mandate any elimination or "freezing" of compensation programs, such as the one covered in the Regulation.

32. On October 2, 2014, the PRHTA issued an "Informative Bulletin" number 2015-007 titled "Measures for Expense Reduction in Compliance with the Articles 9, 10, 11 and 17 of the Law No. 66-2014, Special Law of Fiscal and Operational Sustainability of the Government for the Commonwealth of Puerto Rico" (hereinafter "Informative Bulletin").

33. The Informative Bulletin was the procedural mechanism employed by the PRHTA to implement its interpretation of the Law 66 mandate.

34. The Informative Bulletin was drafted and implemented by the PRHTA without consultation with any other agency.

35. The Informative Bulletin was signed by the then Executive Director of the PRHTA, Eng. Javier E. Ramos Hernandez.

36. Among its many detrimental effects of the Informative Bulletin, it completely eliminated the additional compensation that the PRHTA's Project Administrators and



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Supervisors received under it.

37. The PRHTA did not substitute the compensation received by its Project Administrators and Supervisors under the Regulation with anything. It neither reverted to the compensation schemes used before the approval of the Regulation.

38. On the other hand, with the PRHTA imposed reduction of the compensation there was no reduction of duties and obligations for the Project Administrators and Supervisors. That is, the Project Administrators and Supervisors were expected to continue giving the same level of service, time and dedication (e.g., extra time, night/weekend/holiday work) without receiving nothing in exchange but the basic salary received by everybody else in the agency.

39. To add insult to injury, although the Informative Bulletin was adopted on October 2, 2014, the PRHTA made it effective retroactively to July 1, 2014 in order not to pay its Project Administrators and Supervisors for the work realized by them during the months of July, August, and September of 2014.

40. Since July 1, 2014, the PRHTA does not pay its Project Administrators and Supervisors the moneys earned by them for the realization of all the additional work for which the Regulation recognized and required additional compensation.

41. Since July 1, 2014, the PRHTA's Project Administrators and Supervisors have not ceased in performing all their duties and obligations, even if the PRHTA has not been compensating them for work performed.

42. Ever since the adoption of the Informative Bulletin by the PRHTA on October 2, 2014, the Project Administrators and Supervisors have sought redress of their grievances directly with the highest PRHTA's administrators, without any success.

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43. On October 8, 2014, a group of Project Administrators and Supervisors sent a letter to the then PRHTA Executive Director, engineer Javier E. Ramos-Hernández.

44. After some forceful insistence by the Project Administrators and Supervisors, Eng. Ramos-Hernández received and met with them on October 9, 2014. During such meeting the representatives of the Project Administrators and Supervisors summarized their positions already contained in the text of the October 8, 2014 letter: Law 66 did not authorize the PRHTA to eliminate the compensation provided in the Regulation.

45. As a result of the meeting, then PRHTA Executive Director Eng. Ramos-Hernández informed that he required two (2) weeks to make some consultations and investigations and that he would get back to the Project Administrators and Supervisors with the PRHTA's position regarding the Project Administrators' and Supervisors' arguments.

46. Then PRHTA Executive Director Eng. Ramos-Hernández never answered the Project Administrators' and Supervisors' October 8, 2014 letter and for the remainder of his term in office (he quit/was removed three (3) months later) never answered and avoided the topic completely.

47. Sensing and foreseeing that the then PRHTA Executive Director Eng. Ramos-Hernández's would do nothing, the Project Administrators and Supervisors send a second letter on October 10, 2014 to the President of the PRHTA's Board of Directors, engineer Miguel A. Torres-Díaz. In said letter, the Project Administrators and Supervisors requested a meeting to discuss the problems created by the PRHTA's adoption and implementation of the Informative Bulletin.

48. Engineer Torres-Díaz refused to meet with the PRHTA's Project Administrators

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and Supervisors.

49. Once the two (2) weeks that the then PRHTA Executive Director Eng. Ramos-Hernández informed were need for him to consult and investigate the situation passed without the Project Administrators and Supervisors receiving any news, they proceeded to send a follow-up letter on October 27, 2014 to Eng. Ramos-Hernández.

50. This second letter to the then PRHTA Executive Director Eng. Ramos-Hernández was never answered.

51. By information and belief of the Project Administrators and Supervisors, then PRHTA Executive Director Eng. Ramos-Hernández never consulted anyone nor investigated the controversy as he represented the Project Administrators and Supervisors would do during their meeting.

52. Given the total lack of responsiveness by the PRHTA to the Project Administrators' and Supervisors' demand for action, the Project Administrators and Supervisors wrote a fourth letter on November 17, 2014. This time, they addressed the letter to engineer Miguel A. Torres Díaz, as President of the Board of Directors of the PRHTA.

53. The November 17, 2014 letter reiterated the Project Administrators' and Supervisors' position regarding the significant cut in their salaries (c. 35%) imposed by the PRHTA via its Informative Bulletin. Once again, the letter requested a meeting with Eng. Torres-Díaz.

54. This time the Project Administrators and Supervisors decided not to leave to the functionary's discretion the occurrence of the meeting. They presented themselves at Eng. Torres-Díaz's office and forced the meeting to occur on November 18, 2014.

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55. During the November 18, 2014 meeting with Eng. Torres-Díaz, Eng. Torres-Díaz requested the Project Administrators and Supervisors a legal opinion to support their position. The Project Administrators and Supervisors replied that the PRHTA had plenty of lawyers and that surely one or more of them had issued a legal opinion sustaining the agency's acts in leaving without effect the Regulation by means of the Informative Bulletin. The PRHTA did not produce any legal opinion to that effect.

56. During the November 18, 2014 meeting with Eng. Torres-Díaz, Eng. Torres-Díaz informed of his willingness to concede time before the PRHTA's Board of Directors for the Project Administrators and Supervisors to go and plead their case. As a fact, Eng. Torres-Díaz offered his vote in favor and informed that he was confident to obtain also the favorable vote of fellow Board member, Dr. Gabriel Alcaraz, a former Secretary of the Department of Transportation and Public Works. The Project Administrators and Supervisors informed that if he was so supporting, then he could plead the case with the Board himself.

57. Then PRHTA Executive Director Eng. Javier Ramos-Hernández was also present at the November 18, 2014 meeting. He informed that a consultation was made to OGP (i.e., *Oficina de Gerencia y Presupuesto* or the Office for Management and Budget). A copy of said consultation has never been produced.

58. Eng. Torres-Díaz represented to plaintiffs that he would obtain the OGP's position in order to determine the next step.

59. Due to the fact that engineer Ramos Hernández apparently did nothing of what he represented to the Project Administrators and Supervisors that he would do as PRHTA's Executive Director, and the fact that he quitted such position and there was a new Executive

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Director named, Plaintiffs decided to send a fifth letter to the then new PRHTA Executive Director, co-defendant Eng. Carmen Villar-Prados.

60. On February 12, 2015, a subgroup of the Plaintiffs wrote and delivered a letter to co-defendant engineer Carmen Villar-Prados. The purpose of the letter was to have a meeting with the new Executive Director and inform her of the situation confronted by Plaintiffs and to place her in a position to act.

61. The meeting between the new Executive Director and the Plaintiffs did not occur until March 23, 2015. Co-defendant Villar-Prados heard the Plaintiffs and informed them that she was due to have a meeting with former Executive Director Ramos-Hernández and that she would inquire about the OGP letter. She further added that if the letter was never sent, she would take care of sending it.

62. Up to the date of the filing of this Complaint, the Plaintiffs have not received any news from co-defendant Villar-Prados regarding the results of the alleged meeting with the former Executive Director and/or the existence/remittance of the PRHTA-OGP letter.

63. From October 2, 2014 to the date of the filing of this Complaint, the PRHTA has done nothing to address Plaintiffs' petitions regarding the substantial cut in their respective compensation.

64. From October 2, 2014 to the date of the filing of this Complaint, Plaintiffs have kept doing their labor as project administrators and supervisors, keeping to the same duties and obligations, but receiving no compensation for them.

65. As of May 31, 2015, each one of the Plaintiffs has not received the following:

(6-1) Saul O. Almeda-Cruz is owed \$9,900. This amount increases \$900.00

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each month.

(6-2) Francisco M. Alvarado-Barrios is owed \$6,300. This amount increases \$900.00 each month.

(6-3) Juan C. Arroyo-Ramírez is owed \$14,300. This amount increases \$1,300.00 each month.

(6-4) Joan A. Arroyo-Torres is owed \$9,900. This amount increases \$900.00 each month.

(6-5) María I. Ayala-Rivera is owed \$17,050. This amount increases \$1,550.00 each month.

(6-6) Juan O. Badillo-Vélez is owed \$9,900. This amount increases \$900.00 each month.

(6-7) Julio Báez-Romero is owed \$14,300. This amount increases \$1,300.00 each month.

(6-8) Israel Cancel-Hidalgo is owed \$13,200. This amount increases \$1,200.00 each month.

(6-9) Ángel L. Caraballo-Irizarry is owed \$7,985. This amount increases \$900.00 each month.

(6-10) Axel Carrasquillo-Cuevas is owed \$10,450. This amount increases \$950.00 each month.

(6-11) Carlos R. Céspedes-Gómez is owed \$17,050. This amount increases \$1,550.00 each month.

(6-12) Ángel L. Cora De Jesús is owed \$15,400. This amount increases



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\$1,400.00 each month.

(6-13) Samuel Corchado-Rodríguez is owed \$12,100. This amount increases \$1,100.00 each month.

(6-14) Yaritza Cordero-Bonilla is owed \$5,700. This amount increases \$950.00 each month.

(6-15) Luis F. Cruz-Rosa is owed \$17,050. This amount increases \$1,550.00 each month.

(6-16) Eduardo W. da Silva-Oliveros is owed \$17,450. This amount increases \$1,550.00 each month.

(6-17) Vivian L. De Jesús Rivera is owed \$14,344. This amount increases \$950.00 each month.

(6-18) Moraima Figueroa-Morales is owed \$10,450. This amount increases \$950.00 each month.

(6-19) José A. García-Marrero is owed \$12,100. This amount increases \$1,100.00 each month.

(6-20) José B. González-Vélez is owed \$12,100. This amount increases \$1,100.00 each month.

(6-21) Enrique M. González-Viruet is owed \$17,050. This amount increases \$1,550.00 each month.

(6-22) Gilberto Hernández-Cajigas is owed \$1,944. This amount increases \$900.00 each month.

(6-23) Darymar Hernández-Ginés is owed \$13,000. This amount increases

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\$1,300.00 each month.

(6-24) Jisela Jirau-Adames is owed \$9,900. This amount increases \$900.00 each month.

(6-25) Jessie Jusino-Lugo is owed \$9,000. This amount increases \$900.00 each month.

(6-26) Sandra Lisboa-González is owed \$10,450. This amount increases \$950.00 each month.

(6-27) Dennisse Luciano-Collazo is owed \$10,400. This amount increases \$900.00 each month.

(6-28) Nelly Maldonado-Rivera is owed \$7,200. This amount increases \$900.00 each month.

(6-29) Victor M. Medina-Badillo is owed \$9,900. This amount increases \$900.00 each month.

(6-30) Anibal Miranda-Pérez is owed \$7,000. This amount increases \$700.00 each month.

(6-31) Gladys Mojica-Ortíz is owed \$4,434. This amount increases \$900.00 each month.

(6-32) Nurys A. Molina-Pérez is owed \$17,050. This amount increases \$1,550.00 each month.

(6-33) Rafael J. Morales De Jesús is owed \$7,700. This amount increases \$700.00 each month.

(6-34) Regino Navarro-Rodríguez is owed \$10,450. This amount increases

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\$950.00 each month.

(6-35) Amilcar Nieves-Santiago is owed \$7,700. This amount increases \$700.00 each month.

(6-36) José L. Novoa-García is owed \$17,050. This amount increases \$1,550.00 each month.

(6-37) Orlando Ortiz-Burgos is owed \$13,950. This amount increases \$1,550.00 each month.

(6-38) Pamela Ortiz-Olmo is owed \$3,600. This amount increases \$900.00 each month.

(6-39) Ileana Otero-Padilla is owed \$12,100. This amount increases \$1,100.00 each month.

(6-40) Sheila Pacheco-Sánchez is owed \$7,267. This amount increases \$950.00 each month.

(6-41) Astrid Pagán-Flores is owed \$10,400. This amount increases \$900.00 each month.

(6-42) Luis R. Pastor Reyes is owed \$14,300. This amount increases \$1,300.00 each month.

(6-43) Lourdes I. Pérez-Carrión is owed \$17,050. This amount increases \$1,550.00 each month.

(6-44) Ivelisse Pérez-Márquez is owed \$17,050. This amount increases \$1,550.00 each month.

(6-45) Dayna D. Pérez-Zapata is owed \$13,400. This amount increases \$1,200.00

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each month.

(6-46) Ignacio Rios-Rivas is owed \$7,700. This amount increases \$700.00 each month.

(6-47) José M. Rivera-Colón is owed \$10,450. This amount increases \$950.00 each month.

(6-48) Ivonne Rivera-Orsini is owed \$2,800. This amount increases \$1,400.00 each month.

(6-49) Marilyn Rodríguez-Díaz is owed \$17,050. This amount increases \$1,550.00 each month.

(6-50) Leandro Rodríguez-Dieppa is owed \$12,100. This amount increases \$1,100.00 each month.

(6-51) Carlos J. Rodríguez-Hernández is owed \$10,450. This amount increases \$950.00 each month.

(6-52) María D. Rodríguez-Toledo is owed \$13,200. This amount increases \$1,200.00 each month.

(6-53) Gabriel Rosado De Jesús is owed \$6,500. This amount increases \$1,300.00 each month.

(6-54) Onix Rosario-Morales is owed \$15,400. This amount increases \$1,400.00 each month.

(6-55) Miguel J. Rosario-Rivera is owed \$17,050. This amount increases \$1,550.00 each month.

(6-56) José M. Rosario is owed \$9,000. This amount increases \$900.00 each

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month.

(6-57) Eduardo Ruiz-Vélez is owed \$17,050. This amount increases \$1,550.00 each month.

(6-58) Saúl J. Sandoval-Meléndez is owed \$9,900. This amount increases \$900.00 each month.

(6-59) Carlos M. Santana-Vázquez is owed \$17,050. This amount increases \$1,550.00 each month.

(6-60) Ángel L. Santiago-Galarza is owed \$3,600. This amount increases \$900.00 each month.

(6-61) Damari M. Santiago-Torres is owed \$10,450. This amount increases \$950.00 each month.

(6-62) Damaris E. Sebastian-López is owed \$10,450. This amount increases \$950.00 each month.

(6-63) Marvin Sosa-González is owed \$15,400. This amount increases \$1,400.00 each month.

(6-64) Celia I. Tamariz-Vargas is owed \$17,050. This amount increases \$1,550.00 each month.

(6-65) José O. Toro-Martínez is owed \$11,000. This amount increases \$1,000.00 each month.

(6-66) Gerardo Torres-Ortiz is owed \$9,900. This amount increases \$900.00 each month.

(6-67) Dixon Vargas-Montalvo is owed \$9,900. This amount increases \$900.00

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each month.

(6-68) Janet Vázquez-Velázquez is owed \$11,000. This amount increases \$1,000.00 each month.

(6-69) José A. Vélez-Zayas is owed \$11,000. This amount increases \$1,000.00 each month.

#### **IV. Federal Causes of Actions, Introduction**

66. The adoption and enforcement of the Informative Bulletin and all the actions taken against Plaintiffs by the PRHTA in connection with the same, have deprived and still deprives Plaintiffs of their constitutional rights granted and secured under the United States Constitution.

67. The deprivation has taken place, and continues to take place under color of state law, policy, practice, custom and/or usage since Puerto Rico is considered a State for purposes of 42 U.S.C. §1983. PRHTA owes Plaintiffs for the asserted damages in the following causes of actions. PRHTA's intentional conduct towards Plaintiffs warrants the imposition of attorneys' fees, and pre- and post-judgment interests over all granted amounts.

68. By its knowing and intentional acts, and by taking against Plaintiffs the arbitrary, capricious, and unfounded actions set forth in this Complaint, the PRHTA acting under the color of Commonwealth law, policy, practice, custom, and/or usage, has deprived Plaintiffs of their property and liberty rights without substantive and procedural due process in violation of clearly established law under the Fifth and Fourteen Amendment to the United State Constitution and the Civil Right Act of 1871, as amended. As asserted in the following causes of action, PRHTA



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owes compensation to Plaintiffs, not just for their direct damages (asserted in paragraph 65, *supra*) , but also for their indirect damages as well as reasonable attorneys' fees.

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#### **V. First Cause of Action: Violation of Due Process**

69. Averments number one (1) through number sixty-eight (68) of this Complaint are incorporated by reference as if fully set forth herein.

70. Law 66 did not authorize for the reduction or cutbacks of any existing salaries schemes to any public employee, covered or not by the provisions of Law 66.

71. On October 2, 2014 the PRHTA allegedly in accord with Law 66, as misinterpreted in its Informative Bulleting, halted payment of Plaintiffs' salaries under the Regulation retroactively to July 1, 2014.

72. Plaintiffs, as career employees of the PRHTA, have valid employment contracts, which represent a property interest protected by the Fifth and the Fourteen Amendments of the United States Constitution. Plaintiffs had and have a constitutionally protected interest in their salaries, which it is part of their respective employment contracts with the PRHTA.

73. PRHTA's Informative Bulleting was the reason why it stopped paying Plaintiffs' salaries under the Regulation. Such Informative Bulletin was issued without giving Plaintiffs proper notice and a meaningful opportunity to be heard prior to the deprivation of their constitutionally protected interest.

74. Furthermore, the PRHTA's Informative Bulleting did not provide to Plaintiffs, at any stage, an opportunity for a hearing and an administrative and/or judicial determination.

75. Moreover, the administrative remedies afforded under Law 66 to redress any

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procedural due process violation cannot be included as part of the Informative Bulletin, since Plaintiffs are not employed directly by the Commonwealth of Puerto Rico but the PRHTA.

76. Insofar Law 66 authorizes the PRHTA as an entity under the Executive Branch to issue regulations/circulars (e.g., Informative Bulletin) to implement the same, while at the same time prohibiting those entities like the PRHTA from reducing or making cutbacks to employees' salaries, the issued Informative Bulletin under which the PRHTA acted, violates Puerto Rico Law 66 and the due process guarantees of the Fifth and Fourteen Amendments of the United States Constitution.

77. By failing to hold or allow any meaningful hearing prior to implementing the Plaintiffs' salaries cutbacks, and also by failing to provide for post-deprivation hearing during its pendency, the PRHTA's Informative Bulletin repeatedly violated Plaintiffs' rights to procedural due process of law in violation of the Fifth and Fourteen Amendment of the United States Constitution and caused Plaintiffs substantial damages and financial losses.

78. In addition to the direct debt of salaries not paid by the PRHTA to the Plaintiffs, asserted and claimed in paragraph sixty-five (65) *supra*, each one of the Plaintiffs asserts and claims damages for this cause of action estimated preliminarily in the amount of twenty-five thousand dollars (\$25,000) per employee plaintiff.

#### **VI. Second Cause of Action: Substantive Due Process**

79. Averments number one (1) through number seventy-eight (78) of this Complaint are incorporated by reference as if fully set forth herein.

80. The PRHTA pursuant to an in-house drafted and produced Informative Bulletin retroactively eliminated a part of Plaintiffs' salaries under the Regulation.

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81. According to the PRHTA, such action was in response to Law 66. However, as noted, Law 66 actually forbade all government's entities covered under said law to affect the existing salaries of their employees.

82. Not only the PRHTA stopped paying Plaintiffs' salaries under the Regulation in contravention of Law 66, but is ordering that Plaintiffs keep doing their work as project administrator and supervisors, and to keep to the same duties and obligations (e.g., working before and after "regular hours" nights, week-ends and holidays whenever public work is being done by a PRHTA's private contractor) without receiving any compensation for such additional work.

83. Said actions on the part of the PRHTA are an abuse of government power and shock the conscience as Plaintiffs are required to supply their labor at extraordinary times and under risky conditions, without receiving any compensation for it, as previously provided by the Regulation.

84. The PRHTA's action of forcing Plaintiffs to keep doing their jobs as supervisors and project administrators without receiving the agreed upon compensation is arbitrary and irrational, especially since the rest of the PRHTA's engineers corps with similar classification as Plaintiffs are not subjected to said working conditions.

85. In addition to the direct debt of salaries not paid by the PRHTA to the Plaintiffs, asserted and claimed in paragraph sixty-five (65) *supra*, each one of the Plaintiffs asserts and claims damages for this cause of action estimated preliminarily in the amount of twenty-five thousand dollars (\$25,000) per employee plaintiff.

#### **VII. Third Cause of Action: Taking**

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86. Averments number one (1) through number eighty-five (85) of this Complaint are incorporated by reference as if fully set forth herein.

87. The PRHTA imposed through the Informative Bulletin an arbitrary salary cutback on all the Plaintiffs. There could no doubt that such cutbacks have caused a considerable economic impact upon Plaintiffs as they had to adapt to a taking of up to 35% of their former salaries.

88. The salaries cutbacks imposed by the PRHTA upon Plaintiffs through the Informative Bulletin created detrimental consequences to an existing employment relationship. For that reason, the Informative Bulletin substantially interferes with Plaintiffs' reasonable compensation expectation.

89. The limitations imposed by the Informative Bulletin were retroactively applied. Such retroactive application to the elimination of Plaintiffs' salaries under the Regulation is simply illegal and constitutes a taking of Plaintiffs' salary.

90. The economic situation of the PRHTA is a complex problem, but it is of its own doing. However, the solution that the PRHTA crafted forces Plaintiffs to bear a burden that is substantial in amount, while at the same time allows the PRHTA to renounce the salaries' commitment made to Plaintiffs. The PRHTA's actions implicate fundamental principles of fairness underlying the taking clause. The PRHTA is obligated to pay Plaintiffs' full salaries obligations based on the commitment and promises that it undertook.

91. In addition to the direct debt of salaries not paid by the PRHTA to the Plaintiffs, asserted and claimed in paragraph sixty-five (65) *supra*, each one of the Plaintiffs asserts and claims damages for this cause of action estimated preliminarily in the amount of twenty-five

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thousand dollars (\$25,000) per employee plaintiff.

#### **VIII. Fourth Cause of Action: Contracts Clause**

92. Averments number one (1) through number ninety-one (91) of this Complaint are incorporated by reference as if fully set forth herein.

93. Article I, §10, Clause 1 of the Constitution of the United State of America provides in part: “No state shall [...] pass any Bill of Attainder, ex- post facto law, or law impairing the obligation of contracts [...]”.

94. Article 11(b)(vii) of Puerto Rico Law 66 froze the payments of wage differentials. In accord with PRHTA's Regulation, which is part of Plaintiffs' contract, the compensation that Plaintiffs received as project supervisors and administrators does not come in within the definition of wage differential. Furthermore, Article 11(c)(v) of Law 66, except for the Christmas and summer bonus, also froze the payment of all bonuses. The PRHTA's Regulation in its retribution scheme does not recognize any bonuses but the Christmas and retirement bonus.

95. Plaintiffs' salary compensation under the Regulation are neither a wage differential nor a bonus.

96. The PRHTA, pursuant to the Informative Bulletin, illegally classified Plaintiffs' salary under the Regulation as a bonus and proceeded not to pay it retroactively, substantially impairing the contractual obligation agreed upon between Plaintiffs and the PRHTA with the direct result that Plaintiffs worked more than the other PRHTA's engineers with the same job classification but for more salary income as provided in the Regulation.

97. Through the enactment of Law 66 the government of Puerto Rico declared a state of emergency. Based on that declaration, the PRHTA prepared the Informative Bulletin in which

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it issued a series of cost-cutting measures. Among those measures were Plaintiffs' salaries cutbacks. The PRHTA's claimed that the cost-cutting measures were reasonable and necessary in order to procure net savings.

98. However, were the PRHTA not to remedy the situation by paying all salary arrears owed to Plaintiffs since July 1, 2014 and to re-instate the continuous future payments under the Regulation, Plaintiffs might decide to simply work under the same schedule and timeframe as the rest of the PRHTA's engineers.

99. Were the Plaintiffs forced to choose such course of action, every single PRHTA construction project will be affected: not only they would not be finished on time, but no nighttime/weekend construction would be possible (thus impacting the general population with traffic jams, loss of productivity, etc., as all road repairs/construction is done during daylight). On the many construction contracts where the PRHTA agreed with the private contractors that nighttime/weekend work was allowed, the absence of Plaintiffs on such extra hours would immediately translate into compensable delays and standbys claims which the PRHTA will have to eventually compensate. Most of the dozens of PRHTA construction projects that Plaintiffs currently administer and supervise would come to a standstill. The delay in their construction will have an economic impact to the PRHTA far beyond what the PRHTA currently misunderstands is saving by not paying Plaintiffs their salaries under the Regulation.

100. The suspension of rights and the impairment of contractual obligation imposed unilaterally by the PRHTA for the duration of the so-called state of emergency are unreasonable, particularly considering that Plaintiffs are being forced to honor their work obligations as projects administrators and supervisor without receiving the agreed compensation.

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101. In addition to the direct debt of salaries not paid by the PRHTA to the Plaintiffs, asserted and claimed in paragraph sixty-five (65) *supra*, each one of the Plaintiffs asserts and claims damages for this cause of action estimated preliminarily in the amount of twenty-five thousand dollars (\$25,000) per employee plaintiff.

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### **IX. Declaratory/Prospective Relief**

102. Averments number one (1) through number one hundred and one (101) of this Complaint are incorporated by reference as if fully set forth herein.

103. The actual PRHTA's Executive Director, engineer Carmen Villar-Prados, is being sued only in her official capacity as the PRHTA maximum authority.

104. As such, the Plaintiffs request that as part of the remedies to be granted by this Honorable Court, it be ordered that co-defendant Villar-Prados re-instates the Regulation in regards to Plaintiffs' compensation there under.

105. The Plaintiffs understand that this Honorable Court has the power and faculty to order co-defendant Villar-Prados to not alter the once again re-instated Regulation without providing Plaintiffs with the due process guarantees under the Puerto Rico Uniform Administrative Procedures Act or any other applicable federal or state law.

106. Concerning Article I, §10, Clause I of the Constitution of the United States, Plaintiffs seek declaratory judgment as to the illegality of the Informative Bulletin, and injunctive relief barring the PRHTA from prospectively applying it as a limitation to their actual and future compensation.

### **X. Supplemental Jurisdiction**

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107. Averments number one (1) through number one hundred and six (106) of this Complaint are incorporated by reference as if fully set forth herein.

108. This Honorable Court's supplemental jurisdiction is invoked pursuant to 28 U.S.C. §1367, over claims arising under the same nucleus of operative facts, in violation of Puerto Rico law and brought pursuant to Law No. 180 of July 27, 1998, Law No. 100 of June 30, 1959 and the Puerto Rico Civil Code Article 1802.

109. Plaintiffs are all current regular employees of PRHTA.

110. The amounts claimed in paragraph sixty-five (65), *supra*, of this Complaint are for salaries not paid by the PRHTA to its employees, the Plaintiffs. As of May 31, 2015, the PRHTA owes the Plaintiffs the amount of \$ 793,024 for salaries not paid.

111. After May 31, 2015, the amount of salaries owed by the PRHTA increases monthly by c. \$77,700.

112. Given the fact the PRHTA owes each of the named Plaintiffs the salaries stated in paragraph sixty-five (65) of this Complaint and that the amount therein alleged increases for each Plaintiff by the specified amount each month, the PRHTA does not only owe the amounts expressed therein but also, as the penalty provided in Puerto Rico's law, an additional amount for the exact quantity owed to each of the Plaintiffs.

113. The "double penalty" provided in the Puerto Rico salary law is automatically imposed on the employer (i.e., PRHTA) since it did not pay the herein claimed salaries to the Plaintiffs as it became due.

114. As of May 31, 2015, the PRHTA owes the Plaintiff an additional amount of \$ 793,024 by virtue of the Puerto Rico labor legislation.

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115. After May 31, 2015, the double penalty provided by the Puerto Rico labor legislation, increases by a monthly amount of c. \$ 77,700 until full payment is made.

116. Furthermore, Laws No. 402 of May 12, 1950 and No.100 of June 30, 1959, provide for the automatic imposition of attorney's fees to be paid by the employer whenever the employees prevail in a salary dispute.

117. The amount of attorneys' fees granted by the Puerto Rico labor legislation is of twenty-five percent (25%) of the principal amount of salary recovered in the judicial action. The amounts of recoverable attorneys' fees is in addition to the principal and double penalty amounts and are not to be deducted from the amounts payable to the employees. That is, the 25% attorneys' fees are to be paid by the PRHTA in addition to the principal amount of salaries owed and the double penalty provided by Puerto Rico law.

118. The 25% amount of attorneys' fees payment requested by Plaintiffs to be imposed to their employer the PRHTA is no less of \$ 198,256 of the already owed amount and \$ 793,024 for the monthly increase in the salary debt by the PRHTA.

119. The 25% amount of attorneys' fees to be paid by the employer PRHTA, increases each month by 25% of the amount of monthly salary not being paid of c.\$77,700 to Plaintiffs. That is, the amount owed by the PRHTA of attorneys' fees increases c.\$19,425 per month after June 1, 2015.

120. The attorneys' fees provided by the Puerto Rico state labor laws are independent and separate from any amounts that this Honorable Court might grant under the federal causes of action alleged *supra*.

121. Finally, the intentional acts by the PRHTA in depriving the Plaintiffs of their full

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compensation since July 1, 2014, but still requiring them to fulfill all their obligations and duties, caused damages to all Plaintiffs.

122. Each one of the Plaintiffs has had to make multiple adjustments in their *modus vivendi* in order to make ends meet with the reduction of salaries suffered and imposed unilaterally by the PRHTA.

123. Many Plaintiffs live fearful of losing their jobs if they cease to perform their unpaid duties and obligations, even though they have seen individual reductions of their salaries between 20% and 35%.

124. The intentional actions by the PRHTA of retroactively leaving without effect the Regulation that provided a source of income to the Plaintiffs so pretext of complying with the Law 66, the fact that no opportunity for comments and/or participation was given by the PRHTA to hear Plaintiff's position before taking such detrimental action against Plaintiff's pecuniary interests, caused damages to Plaintiffs.

125. Plaintiffs are entitled to receive a just compensation for their labor. Such right is enshrined in the Puerto Rico Constitution (§16 of Article II) and has been crassly violated by their employer the PRHTA.

126. The sole reason for Plaintiffs' damages are defendants' above asserted acts and lack of remedial actions after the damages have been occurring.

127. Under Puerto Rico Civil Code Article 1802, the Plaintiffs claim tort damages in the amounts of no less of \$50,000 per each plaintiff.

#### **XI. Prayer for Relief**

**WHEREFORE**, given the above asserted violations of their constitutional rights and the

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damages suffered by the Plaintiffs due to the PRHTA's intentional actions, Plaintiffs respectfully request that the Honorable Court enter final judgment against Defendants for the following:

- (a) Amount of owed salaries under the Regulation to all Plaintiffs since July 1, 2014 through May 31, 2015: \$793,024.
- (b) Amount of owed salaries under the Regulation to all Plaintiffs per month from June 1, 2015 to the day of the Honorable Court's judgment: c.\$77,700 per month.
- (c) For the PRHTA violation of Plaintiffs' procedural due process rights as asserted in the first cause of action: \$1,725,000.
- (d) For the PRHTA violation of Plaintiffs' substantive due process rights as asserted in the second cause of action: \$1,725,000.
- (e) For the PRHTA violation of Plaintiffs' Fifth Amendment rights for the uncompensated taking as asserted in the third cause of action: \$1,725,000.
- (f) For the PRHTA violation of Plaintiffs' Fifth Amendment rights for the contract clause as asserted in the fourth cause of action: \$1,725,000.
- (g) For the double penalty provided under state law for the PRHTA lack payment of Plaintiffs' salaries from July 1, 2014 to May 31, 2015: \$793,024.
- (h) For the double penalty provided under state law for the PRHTA lack payment of Plaintiffs' salaries for each month after June 1, 2015 until the day of the Honorable Court's judgment: \$77,700.
- (i) For the 25% attorneys' fees imposed by the state law for the salaries owed to Plaintiffs by PRHTA from July 1, 2014 to May 31, 2015: \$198,256.

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- (j) For the 25% attorneys' fees imposed by the state law for the salaries owed to Plaintiffs by PRHTA for each month after June 1, 2015 to the day of the Honorable Court's judgment: \$19,425.
- (k) For damages under the state tort statute for the damages non-salary damages suffered by all Plaintiffs: \$3,450,000.
- (l) Attorneys' fees for the federal causes of action under 42 USC §1983.
- (m) Pre-judgment interest at the rate of 6% simple since the filing of this Complaint over all asserted claims.
- (n) Post-judgment interest over all amounts asserted at the Honorable Court's rate.

#### **Jury Demand**

Plaintiffs hereby demand a trial by jury of all issues triable of right by a jury in the Complaint set forth above.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 29<sup>th</sup> day of May 2015.

I hereby certify, that on this date I have electronically filed copy of the foregoing with the Clerk of the Court using the CM/ECF system and that a copy of this complaint will be served with the summons to each of the defendants.

s/ Juan J. Vilella Janeiro

**JUAN J. VILELLA-JANEIRO**

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VILELLA-JANEIRO

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Government of Puerto Rico  
Department of Transportation and Public Works  
**HIGHWAY AND TRANSPORTATION AUTHORITY**

**REGULATION NUMBER 02-017**

**COMPENSATION PROGRAM FOR MANAGEMENT  
OF CONSTRUCTION PROJECTS**

November 28, 2011



## MANUAL OF BASIC RULES OF OPERATION

Subject: Compensation Program for Management of Construction Projects  
 Regulation No.: 02-017

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## MANUAL OF BASIC RULES OF OPERATION

Subject: Compensation Program for Management of Construction Projects	Regulation No.: 02-017	Page 1 of 25
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### ARTICLE I – INTRODUCTION

The Highway and Transportation Authority, hereinafter referred to as the “Authority”, conducts a wide variety of public works infrastructure projects consistent with the statutory responsibilities delegated to the “Authority” by the respective statute. In order to carry out these construction works, the Authority hires private companies, which must be supervised in order to ensure compliance with the provisions of the contract. This responsibility lies with the Construction Area Director, the Regional Directors, the Supervisors, and the Project Mangers of the Authority.

These members of staff guarantee the quality control of materials, performance of the contractual obligations, and as such, the interests of the Authority. For these reasons, it is necessary to establish a mechanism to measure the effectiveness of the officials who supervise the various construction projects, such that the necessary corrective measures can be taken to maintain the required levels of efficiency and quality.

The Compensation Program for Management of Construction Projects, hereinafter the Program, recognizes the differences in tasks, duties, and responsibilities existing among the officials assigned to management of construction projects and all other employees with similar classification who do not work on these kinds of projects. It is stressed that, in the performance of their responsibilities, these officials are obligated to make extraordinary



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efforts in order that the Contractors carry out the projects in an effective and efficient manner, as agreed in the contract. This situation, among other factors, has an adverse effect on their family relationships, risking their safety and health. For this reason, they are at a disadvantage relative to their coworkers at the Authority.

Based on the foregoing, it is appropriate to establish an evaluation system that provides these officials with fair and reasonable compensation additional to the wages they earn, considering the level of execution and performance achieved with regard to their tasks, duties, and responsibilities. In this way, recognition is given to those officials from the Construction Area assigned to project management whose work requirements exceed the terms established for the position they occupy.

## **ARTICLE II – LEGAL BASIS**

This Regulation is enacted based on the applicable provisions from Act 74 of June 23, 1965, as amended, known as the “Highway and Transportation Authority of Puerto Rico Act”. Specifically, Article 4 (Powers), Paragraph (c), which authorizes the Authority to: Adopt, amend, and revoke statutes to regulate its affairs and to establish rules for the handling of its business; and Paragraph (r) authorizes it to: Adopt, proclaim, amend, and revoke any necessary or pertinent rules and regulations in order to perform its powers and duties in accordance with this Act.



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### ARTICLE III – PURPOSE

To establish the necessary rules to regulate the requirements that must be met by the officials who will participate in the Compensation program in accordance with the following:

- Position of the participant.
- Level of complexity of the assigned project.
- Results of the execution and performance evaluations.

In addition, to set the maximum compensation amount pursuant to the levels of execution achieved and to provide the mechanism for the payment process. Likewise, to establish that reimbursement for travel expenses will be a fixed daily amount (Flat-rate Allowance) for Regional Directors, Supervisors and Managers during the time they are participants in the Program.

### ARTICLE IV – APPLICABILITY

This Regulation will apply to those officials who occupy positions included in Table 1 – Maximum Compensation per Participant (see Article VI, Paragraph A), who will be entitled to the compensation and benefits set forth in this Regulation.

### ARTICLE V – DEFINITIONS

For the purposes of this Regulation, any reference made to the female gender will also include the male gender, and vice versa, while use of the singular number will also include the plural number.



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The following terms used in this Regulation will have the meaning given below, unless context would suggest otherwise:

- A. **Project Manager** – Official who is in charge of the management of one or more construction projects at the Regional Offices of the Construction Area of the Authority.
- B. **Authority** – Highway and Transportation Authority.
- C. **Authorization for Payment of Compensation** – Document which authorizes payment of compensation to Program participants based on the results obtained in the execution and performance evaluations.
- D. **Compensation** – Remuneration additional to the official's wages which is given to Program participants and will be subject to the participant's classification, the project's level of complexity, and the results obtained in the execution and performance evaluations.
- E. **Maximum Compensation** – Maximum amount that can be received by an official who received a rating of excellent in the evaluation.
- F. **Days** – Refers to working days.
- G. **Construction Area Director** – Official responsible for guaranteeing appropriate management of constructions projects assigned to the various Regional Offices.





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- H. **Regional Director** – Official responsible for guaranteeing appropriate management of the projects assigned to his/her Supervisors and Project Managers.
- I. **Flat-rate Allowance** – Fixed daily amount to be paid for travel and meal expenses to officials who are participants in the Program.
- J. **Evaluation** – Measurement of the execution and performance of the participant in the Program during the period evaluated.
- K. **Level of Complexity** – Degree of difficulty determined for a construction project, divided into three categories: normal, complex, and extraordinary.
- L. **Level of Performance** – Level at which performance of the tasks or duties of the Program participant is evaluated, divided into four categories: excellent, good, average, and deficient.
- M. **Reviewing Officer** – Official responsible for evaluating the Program participant, i.e., the Project Supervisor or Regional Director.
- N. **Program Participant** – Any official authorized and qualified to participate in the Program pursuant to the terms from Article VI – General Rules, Section A of this Regulation.
- O. **Substitute Participant** – Any authorized and qualified official designated by the Regional Director to replace the Program participant during the necessary length of time.



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P. **Evaluation Period** – Consecutive period of three months during which the execution and performance evaluation is obtained. The periods are established as follows:

1. **Period 1** – This will comprise the months of January through March of the corresponding year of the evaluation.
2. **Period 2** – This will comprise the months of April through June of the corresponding year of the evaluation.
3. **Period 3** – This will comprise the months of July through September of the corresponding year of the evaluation.
4. **Period 4** – This will comprise the months of October through December of the corresponding year of the evaluation.

Q. **Maximum Score per Task** – Total number of points obtained by a participant who meets all requirements of a specific task during an evaluation period.

R. **Score Obtained per Task** – Total number of points obtained by a participant for a specific task during an evaluation period.

S. **Project Supervisor** – Official who is in charge of the supervision of one or more construction projects at the Regional Offices of the Construction Area of the Authority.



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## ARTICLE VI – GENERAL RULES

- A. Compensation is established every three (3) months for those officials who qualify to participate in the Program. This compensation will be in addition to these officials' wages, and so they will be entitled to receive it based on their classification and the project's level of complexity. However, this compensation will be subject to the results of the participants' execution and performance evaluation in an amount no greater than that established in Table 1 – Maximum Monthly Compensation per Participant.

Table 1 – Maximum Monthly Compensation per Participant			
Classification and/or Designation of the Participant	Level of Complexity of the Project		
	Normal	Complex	Extraordinary
Heads of Construction Project Brigades	\$700	\$750	\$800
Engineers in Managerial Training	\$900	\$950	\$1000
Surveyors in Managerial Training	\$900	\$950	\$1000
Surveyors	\$900	\$950	\$1000
Engineers (I, II)	\$1100	\$1200	\$1300
Engineers (III, IV)	\$1300	\$1400	\$1500
Project Supervisors	\$1550		

- B. The Heads of Construction Project Brigades will only participate in this Program if their services are necessary, and only those who possess a Bachelor's in Engineering or Surveying will be selected.
- C. The level of complexity of the project will be determined by a committee comprised of the Assistant Executive Director of Infrastructure, the Director of the



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Construction Area, and the Director of the corresponding Regional Office. This level will be determined according to the results obtained in the pertinent metric pursuant to the criteria established in form ACT-741 "Project Complexity Level Evaluation Sheet" (Attachment I). This determination must be made after the contract for the project is awarded, but not after the start date, and it cannot be changed during the course of the project.

- D. After the committee identified in the preceding paragraph has determined the project's level of complexity, the Regional Director, in coordination with the Construction Area Director, will appoint the project's Manager and Supervisor. This selection will be made based on the execution and performance of both officials in previous projects. Other factors may also be considered that contribute to selecting the most suitable candidate for such positions at the discretion of the Regional Director.
- E. Once the official is appointed, the corresponding Regional Director will notify them in writing of their inclusion in the Program. This notification will inform the participant as to the following aspects:
1. The assigned project.
  2. The project's level of complexity.
  3. The maximum compensation amount.
  4. Start date in the Program – In the case of projects not yet started, it will be the same day as that on which the assigned project begins. In the



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case of projects already started, the date of the appointment as Manager or Supervisor will be used. In both cases, the first month of participation in the program will be compensated proportionally based on thirty (30) days. For example, if the project begins on the 4<sup>th</sup>, that month would be divided as follows:  $(30 - 4) / 30 = 0.86$ . This amount would be part of the applicable months for the evaluation period.

- F. The official's end date in the Program will be the sum of the original and/or revised duration of the project, plus the applicable closure period based on the project's classification. The last month will be compensated proportionally in the manner described in the example from the preceding paragraph. Once the project is approved as "substantially completed", the Regional Director will deliver notice of the official's end date in the Program. However, failure to send this notice will not result in extension of their participation in the Program.
- G. The evaluation of the official will be carried out every three (3) months during the time the official participates in the Program. This evaluation will be based on two (2) parameters which are described below.
1. Execution – Measurement of how the official carries out and performs the assigned tasks, based on the classification or designation of their position. To evaluate this parameter, the following forms will be used:



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- a. ACT-742 "Execution Evaluation of the Project Manager" (Attachment II). This metric will represent 80% of the evaluation.
- b. ACT-743 "Execution Evaluation of the Project Supervisor" (Attachment III). This metric will represent 90% of the evaluation.

These forms contain work sheets that will be used to measure each task individually, thereby facilitating the evaluation process.

- 2. Performance – Measurement of the official's duties and responsibilities based on the performance of their functions. The following forms will be used to analyze this parameter:

- a. ACT-744 "Supervisor's Performance Evaluation of the Project Manager" (see Attachment IV). This metric will represent 10% of the evaluation.
- b. ACT-745 "Regional Director's Performance Evaluation of the Project Manager" (Attachment V). This metric will represent 10% of the evaluation.
- c. ACT-746 "Performance Evaluation of the Project Supervisor" (Attachment VI). This metric will represent 10% of the evaluation.

- H. The final result of the official's pertinent evaluation will be broken down in form ACT-747 "Authorization for Payment of Project Manager's





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Compensation” (Attachment VII) or ACT-748 “Authorization for Payment of Project Supervisor’s Compensation” (Attachment VIII).

- I. Compensation will be given according to the percentage obtained in the corresponding final evaluation as defined in Section G of this Article, and as shown in Table 2 – Determination of Compensation.

Table 2 – Determination of Compensation		
Category	Percentage Obtained in the Evaluation	Compensation Percentage
Excellent	100% - 95%	100%
Good	94.99% - 70%	According to percentage obtained
Average	69.99% - 50.00%	50%
Deficient	49.99% - 0.00%	0%

- J. When the evaluated official does not meet the minimum required average of 50% in their evaluation, they will not receive compensation for the period corresponding to that evaluation. If the required minimum is not met or exceeded during two (2) consecutive periods, they will be removed from the Program.
- K. The Program participants will conclude their participation during the month in which the project closure period ends. Said period begins on the date when the project was “substantially completed”, and its duration will be based on the project’s level of complexity, as shown below:
1. Normal Level Project – Two (2) months
  2. Complex Level Project – Three (3) months



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3. Extraordinary Level Project – Four (4) months

- L. Once the project closure period has ended, if the participant has not completed project closure as stipulated in the preceding Paragraph, they will not receive compensation after that date and will not participate in the flat-rate allowance until they regain participation in the Program. As such, the official must complete project closure in order to participate in the program again.
- M. If, based on service needs, a Program participant must be assigned to a new project and they have not completed project closure in the previously assigned project, the Director of the Construction Area must authorize this change prior to its taking effect.
- N. Participants assigned to a new project who are still in the closure period of their previous project will be entitled to adjustment in their closure period as indicated in Table 3 – Adjusted Closure Periods:

Table 3 – Adjusted Closure Periods	
Complexity Level	Adjusted Period
Normal	Four months
Complex	Six months
Extraordinary	Eight months

- O. Participants entitled to an adjusted closure period will be evaluated only for the new project.



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- P. If, at the end of the regular or adjusted closure period, they still have not completed project closure for the previous project, a 25% reduction in the maximum monthly compensation determined for the new project will begin to apply. This reduction will be prospective until the official completes closure of the previous project.
- Q. The Reviewing Officer will be responsible for preparing and discussing the evaluations of the Program participants under their supervision within no more than ten (10) working days from the end date of each evaluation period. To meet this objective, the Official will undertake the following:
1. They will use the forms described in Section G of this Article to carry out measurement, pursuant to the instructions provided on said forms.
  2. Once the evaluation is complete, they will discuss and review it fully with the evaluated official before delivering it to the Regional Director. If the participant does not agree with the evaluation and/or refuses to sign it, they may **only** appeal the execution evaluation. The Reviewing Officer will write the pertinent allegations in the remarks field provided in the corresponding Execution Evaluation (Attachment II or Attachment III). They will notify the participant of the delivery date for submission of the



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documentation supporting their claims. As such, the process detailed below will be followed:

a. First Review

- 1) The participant will submit to the Reviewing Officer the evidence they deem pertinent to support their arguments within a term of no more than three (3) days from the date of the discussion of the evaluation. The Reviewing Officer will verify the evidence together with the participant. Then, the Reviewing Officer will have five (5) working days to issue their decision in writing to the participant. If, at the end of this term, the participant has not delivered such evidence, they will be understood to have withdrawn their claim, and the original evaluation will prevail.

b. Second Review

- 1) If the participant still does not agree with the Reviewing Officer's decision, they may submit a written request for a meeting with the Reviewing Officer and the Regional Director (in the case of Project Managers) or the Director of the Construction Area (in the case of Project Supervisors) to state their position. To request this meeting, the participant will have a term of no more than



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five (5) days from the date of the meeting for the first review. Both officials will review the evidence, and if they believe it does not hold up, the original evaluation will prevail. Then, the Regional Director and/or Construction Area Director will have five (5) working days to issue their decision to the participant in writing. If this term expires and the participant does not attend the meeting, they will be understood to have withdrawn the claim, and the original evaluation will prevail.

2) In the case of Project Managers, the final decision on their appeal will be made by the Regional Director. In the case of Project Supervisors, the final decision on their appeal will be made by the Director of the Construction Area.

3. They will fill in and sign the Authorization for Payment of Compensation, as applicable, whereby they recommend the amount to be paid to the participant based on the evaluation. They will submit both documents to the Regional Director or to the Construction Area Director, as applicable, who will review them and approve the recommendation with their signature.
4. They will maintain a file for each official with all documentary evidence necessary to support the completed evaluation. This



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way, the results of each evaluation can be verified and substantiated at all times.

- R. The Regional Director will send the Payment Authorization and the evaluation to the Construction Area Director no more than 20 working days (this term includes the 10 days of evaluation and discussion stipulated in Section Q of this Article) from the date of the evaluation period, provided that no appeal process is pending. For cases on appeal, the documentation will be sent no more than 10 days after the completion of the appeal process.
- S. The Director of the Construction Area will sign the Payment Authorization and will submit it with the evaluation to the Assistant Executive Director of Infrastructure for final approval no more than five (5) days from receipt of the same at said Area.
- T. After the Assistant Executive Director for Infrastructure reviews and verifies the documentation, they will approve payment of the compensation with their signature. No more than five (5) days from approval of the documentation, they will send the aforesaid documentation to the Assistant Executive Director of the Department of Human Resources and Labor Affairs for processing.
- U. The Department of Human Resources and Labor Affairs will take the corresponding actions to process the payment. This processing must be completed within five days from receipt of the aforesaid documentation, for





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- a total of ten (10) days from the Assistant Executive Director of Infrastructure's authorization of the payment. This allows the participant to receive their compensation in a fair and reasonable amount of time.
- V. The Department of Human Resources and Labor Affairs will be responsible for retaining the original of the processed payment authorization together with each of the corresponding evaluations in the official's file.
- W. All evaluations will be subject to review by a Committee. This Committee will be chaired by the Assistant Executive Director for Infrastructure. It will also be comprised of the Assistant Executive Director for Human Resources and Labor Affairs, the Director of the Construction Area, and the corresponding Regional Directors to review, assess, and validate the results of the evaluations. Should they identify any errors, unsupported data, and/or inconsistencies, the Committee may revoke and/or modify the results of the evaluations under review. The Committee will meet every six months and will select one evaluation randomly per period per Region for Project Managers. In the case of Supervisors, the Committee will meet once a year and will select one evaluation randomly from any of the four (4) preceding periods per Region. No participant's evaluation may be reviewed two consecutive times. During the review, the Regional Directors will abstain from participating in the evaluations of the participants from their Region, this to ensure the purity of the process.



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- X. When a Program participant must be absent for a period of more than twenty (20) consecutive working days under any of the types of leave established in the Personnel Regulations of the Authority, they will not be evaluated for that time, and thus will have no right to compensation. In turn, a substitute participant will be appointed who will perform the tasks, duties, and responsibilities during that time. Said substitute participant will be evaluated and compensated according to their classification, as established in this Regulation. Once the Program participant has used their leave and returned to work, their participation in the Program will resume.
- Y. Any official who premeditatedly, or in common agreement with another official, submits false reports or incurs in fraudulent acts to gain benefit or to benefit or harm others with respect to the purpose of this Regulation, will be processed pursuant to Regulation Number 02-004 Rules of Conduct and Disciplinary Measures, as well as the applicable laws and regulations.

#### ARTICLE VII – EXECUTION EVALUATION

- A. The Execution Evaluation is the mechanism used to measure how the official carries out and performs the assigned tasks, based on their position's classification. To conduct this evaluation, the Project Manager Execution Evaluation and the Project Supervisor Execution Evaluation



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will be used. These measures will comprise 80% of the evaluation for Project Managers and 90% of the evaluation for Project Supervisors.

B. The percentage of the Execution Evaluation will be calculated as follows:

1. Each task will be evaluated monthly according to the applicable work sheets (Form ACT-742a through ACT-742h or Form ACT-743a through ACT-743g). At the end of each period, the scores from each month will be added up, resulting in a total referred to as the Score Obtained per Task.
2. Percentage of the Execution Evaluation for the Project Manager = (Total Score Obtained per Task) / (Maximum Total Score per Task) x 100.
3. Percentage of the Execution Evaluation for the Project Supervisor = (Total Score Obtained per Task) / (Maximum Total Score per Task) x 100. This will be calculated per project and the overall execution evaluation will be the average of the evaluated projects.

C. The Construction Area Director will coordinate with the Regional Directors to take the necessary measures to ensure that the Project Managers and Supervisors carry out their tasks efficiently and satisfactorily, pursuant to the criteria established in the evaluation forms.



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- D. The Regional Directors will serve as Reviewing Officer in Execution Evaluations for Project Supervisors. In turn, the Reviewing Officer in Execution Evaluations for Project Managers will be the Project Supervisors.

#### ARTICLE VIII – PERFORMANCE EVALUATION

- A. The Performance Evaluation is the mechanism used to measure the duties and responsibilities of the official based on the performance of their functions, as detailed below.

1. Project Managers

- a. Supervisor's Performance Evaluation of the Project Manager. This metric will represent 10% of the evaluation.
- b. Regional Director's Performance Evaluation of the Project Manager. This metric will represent 10% of the evaluation.

2. Project Supervisors

- a. Performance Evaluation of the Project Supervisor. This metric will represent 10% of the evaluation and one evaluation will be conducted for all projects under the Supervisor's charge.

- B. The percentage of the Performance Evaluation will be calculated as follows:

1. Each duty and responsibility will be evaluated according to the corresponding period and a score will be given according to the level of performance.



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2. The percentage will consist of the sum of the scores obtained in each performance level divided by the total number of duties and responsibilities in which the participant has been evaluated.
- C. When conducting an evaluation, each Reviewing Officer must consider the evaluated person's performance with regard to the results obtained in each item and the conditions observed in the project. Moreover, where possible, the assessed level of performance must be corroborated using verifiable observations.
- D. The Construction Area Director will coordinate with the Regional Directors to take the necessary measures to ensure that the Project Supervisors and Managers carry out their duties and responsibilities efficiently and satisfactorily, pursuant to the criteria established in the evaluation forms.
- E. Each Regional Director will serve as Reviewing Officer in the performance evaluations of the Project Supervisors. In turn, the Reviewing Officer in the performance evaluations of the Project Managers will be the Project Supervisors and the corresponding Regional Director.

#### **ARTICLE IX – FINAL COMPENSATION OF THE PARTICIPANT**

- A. Compensation will be based on the percentages obtained in the Execution and Performance Evaluations. These percentages will be included in the Authorization for Payment of Project Manager's Compensation or in the Authorization



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for Payment of Project Supervisor's Compensation, wherein the Final Compensation of the Participant is calculated.

B. For Project Managers, Compensation will be calculated as detailed below:

1. Evaluation Percentage Obtained = (Execution %) x (0.80) + (Performance % as evaluated by Supervisor) x (0.10) + (Performance % as evaluated by Regional Director) x (0.10).
2. Compensation percentage obtained will be determined as established in Table 2 – Determination of Compensation, Article VI, Section I of this Regulation, using the evaluation percentage obtained.
3. Compensation Obtained by the Participant = (Applicable months for the Evaluation Period) x (Maximum Monthly Compensation per Participant) x (Compensation % Obtained).
4. Maximum Monthly Compensation per Participant will be as established in Table 1 – Maximum Monthly Compensation per Participant, as described in Article VI, Section A of this Regulation.
5. Reduction for Pending Closure = (Applicable percentage as established in Article VI, Section P of this Regulation) x (Applicable months for closure adjustment) x (Maximum Monthly Compensation per Participant).





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6. Participant's Final Compensation = (Compensation Obtained by the Participant) –  
(Reduction for Pending Closure).

C. For Project Supervisors, the Compensation will be calculated as detailed below:

1. Evaluation Percentage Obtained = (Execution %) x (0.90) + (Performance %) x  
(0.10).
2. Compensation percentage obtained will be determined as established in Table 2  
– Determination of Compensation, Article VI, Section I of this Regulation, using the  
evaluation percentage obtained.
3. Participant's Final Compensation = (Applicable months for the Evaluation Period)  
x (Maximum Monthly Compensation per Participant) x (Compensation %  
Obtained).
4. Maximum Monthly Compensation per Participant will be as established in Table 1  
– Maximum Monthly Compensation per Participant, as established in Article VI,  
Section A of this Regulation.

D. Each Reviewing Officer must sign the evaluation documents of each official.

#### ARTICLE X – FLAT-RATE ALLOWANCE

A. Payment of a fixed daily amount for travel expenses and meals is established for the  
Regional Director and the officials who participate in the Program.



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[initials]

This allowance is not subject to the results of the evaluation and is independent from the number of projects assigned and the additional compensation. The established amount is detailed below:

1. Regional Director \$37.00 per day
2. Project Supervisors \$37.00 per day
3. Project Managers \$32.00 per day

Payment of this fixed daily amount will only be suspended when the official is absent.

To claim this payment, the official must fill out Form ACT-183, "Record of Travel Expenses" (Attachment IX). In addition, they must have filled out Form ACT-256, "Travel Order" (Attachment X), duly authorized.

- B. Each official will be responsible for preparing and submitting the aforesaid expense record through the appropriate channels and on a monthly basis for payment of the flat-rate allowance.
- C. In order to facilitate control of the attendance of the personnel to receive benefits through the Compensation Program under this Regulation, only the word "present" or "absent" will be entered in each employee's Attendance Record.

#### ARTICLE XI – SEVERABILITY CLAUSE

If any word, sentence, section, or article of this Regulation is declared unconstitutional or null by a court, such ruling will not affect, undermine, or invalidate the remaining provisions and parts of this Regulation, and its effect will be limited to the



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[initials]

specific word, sentence, section, or article declared unconstitutional or null, and the nullity or invalidity of any word, sentence, section, or article in one case will not be understood to in any way affect or harm its application or validity in any other case.

#### ARTICLE XII – AMENDMENTS

Amendments to this Regulation will be processed through the Organization and Methods Office and will require the recommendation of the Executive Director and approval of the Secretary of the Department of Transportation and Public Works.

#### ARTICLE XIII – EFFECTIVE TERM AND REVOCATION

This Regulation will take effect on January 1, 2012 and overrides any provision not consistent with the terms provided herein.

#### Recommended by:

11/21/11

Date

[signature]

Maritza Borges Delgado, PE  
Interim Deputy Executive Director  
Highways and Transportation Authority

#### Approved by:

11/28/11

Date

[signature]

Rubén A. Hernández Gregorat, PE, MEM  
Secretary, Department of Transportation  
and Public Works



**PROJECT COMPLEXITY LEVEL EVALUATION SHEET**

Project Name: \_\_\_\_\_ Start Date: \_\_\_\_\_  
 Project No.: \_\_\_\_\_ End Date: \_\_\_\_\_  
 Federal No.: \_\_\_\_\_ Project Duration (days): \_\_\_\_\_  
 Oracle No.: \_\_\_\_\_ Project Total: \_\_\_\_\_  
 Municipality: \_\_\_\_\_ Regional Office: \_\_\_\_\_

Description	Project Evaluation	
	Score	Maximum Score
<b>1.0 Cost (\$) to Duration (months) Ratio</b>		
1.1 Score		
0.00 – 200,000.00 = 1		
200,000.01 – 800,000.00 = 2		
800,000.01 and up = 3		
<b>2.0 Location</b>		
2.1 Score		
Rural Zone = 1		
Urban Zone = 2		
<b>3.0 Construction Type</b>		
3.1 Score		
Not applicable = 0		
New alignment = 1		
Reconstruction = 2		
<b>4.0 Project Funds</b>		
4.1 Score		
State Funds = 1		
Federal Funds = 2		
<b>5.0 ADT (Average Daily Traffic per Bound)</b>		
5.1 Score		
0 to 10,000 = 0		
10,001 to 40,000 = 1		
40,001 to 80,000 = 2		
80,001 and up = 3		
<b>6.0 Types of Work</b>		
6.1 Score		
Not applicable = 0		
Earthworks greater than 10,000 + 1		
CuM (Specification 203) + 1		
Bridges + 1		
Relevant Utilities + 1		
<b>7.0 Number of Items</b>		
7.1 Score		
0 to 50 = 1		
51 to 100 = 2		
101 and up = 3		



**PROJECT COMPLEXITY LEVEL EVALUATION SHEET**

Project Name: _____		Start Date: _____	
Project No.: _____		End Date: _____	
Federal No. _____		Project Duration (days): _____	
Oracle No.: _____		Project Total: _____	
Municipality: _____		Regional Office: _____	
Description		Project Evaluation	
		Score	Maximum Score
<b>8.0 Special Construction Considerations</b>			
8.1 Score Awarded			
Not applicable (0) = 0			
Nighttime (+2) = 2			
Vieques or Culebras Projects (+2) = 0			
Evaluator (Range from -2 to +2) = 2			
<b>Complexity Evaluation Total:</b>			
<b>Project Complexity (%):</b>			
Recommended by: _____	Approved by: _____	<b>Project Complexity Level</b>	<b>Range</b>
		Extraordinary Level	100.00 to 85.00
		Complex Level	84.99 to 60.00
		Normal Level	59.99 to 0.00
Construction Area Director	Executive Director for Infrastructure		



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**HIGHWAY AND TRANSPORTATION AUTHORITY**  
Construction Area**ATTACHMENT II****ACT-742**  
**(7/11)****EXECUTION EVALUATION OF THE PROJECT MANAGER**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Task	Execution Evaluation				
	1 = complies 2 = does not comply NA = not applicable				
	Month 1	Month 2	Month 3	Score Obtained per Task	Maximum Score per Task
<b>1. Monthly Reports</b>					
<b>1.1 Construction Improvement Program (CIP)</b>					
1.1.1 Update					
1.1.2 Review					
1.1.3 Delivery					
<b>1.2 Active Projects Report (IPA, in Spanish)</b>					
1.2.1 Update					
1.2.2 Review					
1.2.3 Delivery					
<b>1.3 Work Plan Report (IPT, in Spanish)</b>					
1.3.1 Delivery					
<b>Total Score Section 1 Tasks:</b>					
<b>2.0 Monthly Payment Certification (Form ACT-117, Rev. 6/09)</b>					
2.1 Form ACT-117, Monthly Progress Payment Report					
2.2 Items with available Balance					
2.3 Data supported with calculations and/or references					
<b>2.4 Adjustments in documented certification</b>					
2.4.1 Retainage/Reimbursement Calculation					
2.4.2 Net Damages/Net Reimbursements Calculation					
2.4.3 Material on Site Calculation					
2.4.4 Extra Retainage Calculation					
2.4.5 Price Adjustment Calculation					
2.5 Delivery of certification in the required term					
2.6 Contract Summary Log (CSL)					
<b>Total Score Section 2 Tasks:</b>					



EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Task	Execution Evaluation				
	1 = complies 2 = does not comply NA = not applicable				
	Month 1	Month 2	Month 3	Score Obtained per Task	Maximum Score per Task
<b>3.0 Extra Work Order (Form ACT-113, Rev. 6/09)</b>	EWOs evaluated this quarter: _____				
3.1 Basis of Initial Negotiation					
3.2 Authorization to proceed with Contract Revisions					
3.3 Form ACT-113, Extra Work Order (Rev. 6/09)					
3.4 Form ACT-32, Committee for Evaluation of CO and EWO					
3.5 Form ACT-105, Supplementary Contract					
3.6 Justification for additional time					
3.7 Contract Summary Log (CSL)					
3.8 Attachments of EWO, duly identified					
3.9 Delivery of EWO within the required term					
<b>Total Score Section 3 Tasks:</b>					
<b>4.0 Change Order (Form ACT-118, Rev. 6/09)</b>	COs evaluated this quarter: _____				
4.1 Authorization to proceed with Contract Revisions					
4.2 Form ACT-118, Change Order (Rev. 6/09)					
4.3 Form ACT-32, Committee for Evaluation of CO and EWO					
4.4 Form ACT-105, Supplementary Contract					
4.5 Justification for additional time					
4.6 Contract Summary Log (CSL)					
4.7 Attachments of CO, duly identified					
4.8 Delivery of CO within the required term					
<b>Total Score Section 4 Tasks:</b>					
<b>5.0 Project inspection and management</b>					
5.1 Daily inspection and activity reports					
5.2 Weekly and/or extraordinary minutes					
5.3 Labor compliance					
5.4 Supervision and organization of the brigade					
5.5 Delivery of attendance sheets					
5.6 Form ACT-25, Overtime Request					
<b>Total Score Section 5 Tasks:</b>					
<b>6.0 Quality Control</b>					
6.1 Material Testing Schedule (MTS)					
6.2 Manufacturing certificates					
6.3 Record of samples					
6.4 Handling of deficient samples					
<b>Total Score Section 6 Tasks:</b>					





## EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Task	Execution Evaluation				
	1 = complies 2 = does not comply NA = not applicable				
	Month 1	Month 2	Month 3	Score Obtained per Task	Maximum Score per Task
<b>7.0 Safety</b>					
7.1 Form ACT-372, Notices of Correction of Safety Hazards					
7.2 Delivery of communication on correction of hazards					
7.3 Notification of Project Accidents					
<b>Total Score Section 7 Tasks:</b>					
<b>8.0 Closure</b>					
8.1 Items closed during execution of the project					
8.2 Items closed after stopping time					
<b>Total Score Section 8 Tasks:</b>					
<b>Total Score:</b>					
<b>Execution Evaluation (%):</b>					
<p>Evaluated by: _____ Discussed with: _____</p> <p>_____ Supervisor                      Manager</p>	Remarks:				



WORK SHEET 1.0 – MONTHLY REPORTS  
 EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>1. Monthly Reports</b>			
<b>1.1 Construction Improvement Program (CIP)</b>			
1.1.1 Update			
1.1.2 Review			
1.1.3 Delivery			
<b>1.2 Active Projects Report (IPA, in Spanish)</b>			
1.2.1 Update			
1.2.2 Review			
1.2.3 Delivery			
<b>1.3 Work Plan Report (IPT, in Spanish)</b>			
1.3.1 Delivery			
Evaluated by: _____ Discussed with: _____  _____ Supervisor _____ Manager	Remarks:		



WORK SHEET 2.0 – MONTHLY PAYMENT CERTIFICATION (Form ACT-117)  
 EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Cert. Number: _____		Assigned Date of Cert.: _____	
Date of the Cert.: _____		Date of Manager's Signature: _____	
Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>2.0 Monthly Payment Certification (Form ACT-117, Rev. 6/09)</b>			
2.1 Form ACT-117, Monthly Progress Payment Report			
2.2 Items with available Balance			
2.3 Data supported with calculations and/or references			
<b>2.4 Adjustments in documented certification</b>			
2.3.1 Retainage/Reimbursement Calculation			
2.3.2 Net Damages/Net Reimbursements Calculation			
2.3.3 Material on Site Calculation			
2.3.4 Extra Retainage Calculation			
2.3.5 Price Adjustment Calculation			
2.5 Delivery of certification in the required term			
2.6 Contract Summary Log (CSL)			

Collation of Items from the Certification																			
Item	Description	Calculations Compliant			References Compliant			Accounting per Item Compliant			Manufacturing Certificate Compliant			Recording of Samples Compliant			Shop DWG Compliant		
		Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A	Yes	No	N/A

Remarks on Collated Items:

Evaluated by: _____	Discussed with: _____	Remarks: _____
Supervisor	Manager	



WORK SHEET 3.0 – EXTRA WORK ORDER (Form ACT-113)  
 EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Number of EWOs: _____				
Description of the Task	Evaluation Month:			
	Compliant	Noncompliant	NA	Remarks
3.0 Extra Work Order (Form ACT-113, Rev. 6/09)				
3.1 Basis of Initial Negotiation				
3.2 Authorization to proceed with Contract Revisions				
3.3 Form ACT-113, Extra Work Order (Rev. 6/09)				
3.4 Form ACT-32, Committee for Evaluation of CO and EWO				
3.5 Form ACT-105, Supplementary Contract				
3.6 Justification for additional time				
3.7 Contract Summary Log (CSL)				
3.8 Attachments of EWO, duly identified				
3.9 Delivery of EWO within the required term				
Evaluated by: _____  Supervisor	Discussed with: _____  Manager	Remarks:		



WORK SHEET 4.0 – CHANGE ORDER (Form ACT-118)  
EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Number of COs: _____				
Description of the Task	Evaluation Month:		N/A	Remarks
	Compliant	Noncompliant		
4.0 Change Order (Form ACT-118, Rev. 6/09)				
4.1 Authorization to proceed with Contract Revisions				
4.2 Form ACT-118, Change Order (Rev. 6/09)				
4.3 Form ACT-32, Committee for Evaluation of CO and EWO				
4.4 Form ACT-105, Supplementary Contract				
4.5 Justification for additional time				
4.6 Contract Summary Log (CSL)				
4.7 Attachments of CO, duly identified				
4.8 Delivery of CO within the required term				
Evaluated by: _____ Discussed with: _____	Remarks: _____			
Supervisor _____ Manager _____				



WORK SHEET 5.0 – PROJECT INSPECTION AND MANAGEMENT  
 EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>5.0 Project inspection and management</b>			
5.1 Daily inspection and activity reports			
5.2 Weekly and/or extraordinary minutes			
5.3 Labor compliance			
5.4 Supervision and organization of the brigade			
5.5 Delivery of attendance sheets			
5.6 Form ACT-25, Overtime Request			
<b>Collation Task 5.3 Labor Compliance</b>			
<b>Item</b>	<b>Compliant</b>	<b>Noncompliant</b>	<b>Comments</b>
5.3.1 Interviews/Collation Lists			
5.3.2 Contractor Payroll			
5.3.3 Approved subcontracts			
5.3.4 Subcontractor Payroll			
5.3.5 Insurance Policies			
5.3.6 Other			
Observations from Monitoring of Labor Compliance			
Evaluated by:		Discussed with:	Remarks:
_____ Supervisor		_____ Manager	



WORK SHEET 6.0 – MONTHLY REPORTS  
EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>6.0 Quality Control</b>			
6.1 Material Testing Schedule (MTS)			
6.2 Manufacturing certificates			
6.3 Record of samples			
6.4 Handling of deficient samples			
<p>Evaluated by: _____ Discussed with: _____</p> <p>_____ Supervisor                      Manager</p>	<p>Remarks:</p>		





**WORK SHEET 7.0 – PROJECT INSPECTION AND MANAGEMENT  
EXECUTION EVALUATION OF THE PROJECT MANAGER**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task		Month:		Remarks	
		Compliant	Noncompliant		
<b>7.0 Safety</b>					
7.1 Form ACT-372, Notices of Correction of Safety Hazards					
7.2 Delivery of communication on correction of hazards					
7.3 Notification of Project Accidents					
<b>Collation Safety Citations</b>					
Citation	Date	No.	Risks in the Citation	Risks in the Evaluation	Remarks
OSHA					
Transit					
Observations from Monitoring of Safety Aspects:					
Evaluated by:			Discussed with:		Remarks:
_____ Supervisor			_____ Manager		



WORK SHEET 8.0 – MONTHLY REPORTS  
 EXECUTION EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:	Remarks
	Quantity	
<b>8.0 Closure</b>		
<b>8.1 Items closed during execution of the project</b>		
8.1.1 Total Project Items		
8.1.2 Total Items Completed		
8.1.3 Total Items Closed		
8.1.4 Percent Closed		
Remarks:		
Evaluated by: _____  _____ Supervisor	Discussed with: _____  _____ Manager	Remarks:



**DEFINITIONS OF TASKS  
 EXECUTION EVALUATION OF THE PROJECT MANAGER**

**INSTRUCTIONS:** The Supervisor must ensure that the Manager completes and upholds the tasks and responsibilities defined below (see detailed instructions at the end of this document):

Task and Definition	Responsibility of the Manager		Supervisor's Evaluation
1.0 Monthly Reports			
1.1 Contract Summary Log (CSL)  General summary of additional costs, payments made, and pending claims in the Authority's construction projects. Includes additional days added to the contract.	1.1.1 Update	<ul style="list-style-type: none"><li>• Submit report and keep project data up to date.</li><li>• Include <b>all</b> documents generated and/or claims projected during the corresponding month.</li></ul>	<ul style="list-style-type: none"><li>• Ensure that this requirement is met.</li></ul>
	1.1.2 Review	<ul style="list-style-type: none"><li>• Provide correct information in all sections.</li></ul>	<ul style="list-style-type: none"><li>• Verify that the information provided in all sections is correct.</li></ul>
	1.1.3 Delivery	<ul style="list-style-type: none"><li>• Deliver the report according to current directives.</li><li>• When the delivery date is a non-working day, send the report on the next business day.</li></ul>	<ul style="list-style-type: none"><li>• Send this report to the Regional Director three working days before the due date.</li><li>• When the delivery date is a non-working day, send the report on the next business day.</li></ul>
1.2 Construction Improvement Program (CIP)  General summary of the additional costs and payments made in the Authority's construction projects. Includes additional days added to the contract.	1.2.1 Update	<ul style="list-style-type: none"><li>• Submit report and keep project data up to date.</li><li>• Include <b>all</b> documents generated and/or claims projected during the corresponding month.</li><li>• Include the contractual and projected completion date.</li></ul>	<ul style="list-style-type: none"><li>• Ensure that this requirement is met.</li></ul>
	1.2.2 Review	<ul style="list-style-type: none"><li>• Provide correct information in all sections.</li></ul>	<ul style="list-style-type: none"><li>• Verify that the information provided in all sections is correct.</li></ul>
	1.2.3 Delivery	<ul style="list-style-type: none"><li>• Deliver the report according to current directives.</li><li>• When the delivery date is a non-working day, send the report on the next business day.</li></ul>	<ul style="list-style-type: none"><li>• Send this report to the Regional Director three working days before the due date.</li><li>• When the delivery date is a non-working day, send the report on the next business day.</li></ul>



<b>1.3 Active Projects Report (IPA, in Spanish)</b>  General summary of the additional costs and payments made in the Authority's construction projects. Includes additional days added to the contract.	1.3.1 Update	<ul style="list-style-type: none"> <li>• Submit report and keep project data up to date. Must be consistent with the updated CSL.</li> <li>• Include photos that demonstrate the progress of the works.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
	1.3.2 Review	<ul style="list-style-type: none"> <li>• Provide correct information in all sections.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the information provided in all sections is correct.</li> </ul>
	1.3.3 Delivery	<ul style="list-style-type: none"> <li>• Deliver the report according to current directives.</li> <li>• When the delivery date is a non-working day, send the report on the next business day.</li> </ul>	<ul style="list-style-type: none"> <li>• Send this report to the Regional Director three working days before the due date.</li> <li>• When the delivery date is a non-working day, send the report on the next business day.</li> </ul>
<b>1.4 Work Plan Report (IPT, in Spanish)</b>  Summary of the data on projections for lane closures and work plans affecting the flow of vehicular traffic on roadways.	1.4.1 Review	<ul style="list-style-type: none"> <li>• Ensure that the data on which the work plan is based are correct and are relevant to the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify and ensure that the report is accurate.</li> </ul>
	1.4.2 Delivery	<ul style="list-style-type: none"> <li>• Deliver the report according to current directives.</li> <li>• When the delivery date is a non-working day, send the report on the next business day.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>2.0 Monthly Payment Certification (Form ACT-117, Rev. 6/09)</b>			
<b>2.1 Monthly Progress Payment Report Form (Monthly Payment Certification, Rev. 6/09)</b>  Document certifying that the Contractor has executed all or part of the contracted work, meeting the requirements established in the contract during a specific period of time.	2.1.1 Preparation	<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the certification is prepared within the established term.</li> </ul>
	2.1.2 Review	<ul style="list-style-type: none"> <li>• Ensure that the certification is duly completed with the Attachments and pertinent evidence as detailed in the following sections of this heading.</li> <li>• Be sure to sign the certification and that the Contractor does its part on the stipulated date.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the certification is properly completed and includes all pertinent documentation</li> <li>• Sign the certification and enter the date of this approval.</li> </ul>
<b>2.2 Items with Available Balance</b>  The items included in the certification.		<ul style="list-style-type: none"> <li>• Ensure that all items included in the certification have sufficient balance to be processed. Use Form ACT-449, Item Balance Sheet, to corroborate this balance.</li> <li>• If they are items from a CHO or EWO document, verify that they are available for payment before including them in the certification.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> <li>• Compliance will be certified at the Regional Office via email to the Regional Director, Supervisor, and Manager.</li> </ul>
<b>2.3 Data supported with calculations and/or references</b>  Evidence of work performed included in the certification.		<ul style="list-style-type: none"> <li>• Verify that the payment unit is the same as that of the calculation and that they are mathematically correct.</li> <li>• Identify the reference used and specify its origin (file, book, page, plan, etc.).</li> <li>• Check that the measurement method is correct according to the specification and that it includes all that is required.</li> <li>• Ensure that the works performed are not paid or subsidized under another item or contractual clause.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> <li>• Take a sample of three items at random to verify that they have calculations, references, and that they have been included in the item-level account.</li> </ul>



<b>2.4 Adjustments in documented certification</b>  Evidence of adjustments included in the certification.	2.3.1 Retainage/Reimbursement Calculation	<ul style="list-style-type: none"> <li>Confirm that the amount retained is as established in the contract and applied only to the corresponding items (e.g., FA is not discounted).</li> <li>Verify that the amount to be reimbursed is applied according to the terms of the contract and the specifications.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that this requirement is met.</li> <li>Compliance will be certified at the Regional Office via email to the Regional Director, Supervisor, and Manager.</li> </ul>
	2.3.2 Net Damages/Net Reimbursements Calculation	<ul style="list-style-type: none"> <li>When certifying after the end of the contractual period, correctly calculate the days elapsed and discount the amount stipulated in the contract for net damages.</li> <li>Once the extension covering the period of the discount in question is approved, reimburse only the amount.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that this requirement is met.</li> <li>Compliance will be certified at the Regional Office via email to the Regional Director, Supervisor, and Manager.</li> </ul>
	2.3.3 Material on Hand (MOH) Calculation	<ul style="list-style-type: none"> <li>Ensure that the material paid for meets the requirements from the plans and the contractual specifications.</li> <li>Ensure that the material paid for is stored in a secure and acceptable place, protected against potential wear and/or theft or vandalism.</li> <li>Ensure that the manufacturing certificates have the correct language as indicated in the pertinent specification and are approved by the Materials Testing Office.</li> <li>There is evidence that the included materials have been paid to the supplier. Otherwise, there is a supplier release letter with language as indicated in the pertinent specification.</li> <li>Check the incorporated materials against the invoices and ensure that they are complete and have the correct lot number.</li> <li>Do not pay for any live or perishable materials (e.g., plants) as material on site.</li> <li>Discount the MOH at each certification of the item for which payment was advanced. The back of the certification ("Remarks") refers to the use of Sheet ACT-117B, Material on Hand Balance Sheet, to document this item.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that this requirement is met.</li> </ul>
	2.3.4 Extra Retainage Calculation	<ul style="list-style-type: none"> <li>Detail the discounts or reimbursements made for materials accepted with marginal quality. The back of the certification ("Remarks") refers to the use of Form ACT-117C, Extra Retainage Worksheet, to document this item.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that this requirement is met.</li> </ul>
	2.3.5 Price Adjustment Calculation (specified in the contract)	<ul style="list-style-type: none"> <li>Justify the amount of the adjustment in the corresponding Attachments and identify them on the back of the certification ("Remarks"). The data for said justification must be in the official files of the project.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that this requirement is met.</li> </ul>
<b>2.5 Delivery of certification in the required term</b>  Delivery and appropriate processing of the certification according to the payment date stipulated by the Construction Area.		<ul style="list-style-type: none"> <li>Send the document to the corresponding Regional Office on the next working day after signing it. However, when the delivery date is a non-working day, send the certification on the next business day.</li> <li>Where situations arise that are outside the control of the Manager and prevent on-time delivery of this form, provide justification and evidence for this.</li> </ul>	<ul style="list-style-type: none"> <li>Send the certification to the Regional Director for it to be signed within the next three working days.</li> </ul>



3.0 Extra Work Order (Form ACT-113; Rev. 06/09)			
3.1 Basis of Initial Negotiation  Contractor's economic proposal for additional works.		<ul style="list-style-type: none"> <li>• Ensure that the proposal is original and supported. If accepted or negotiated, sign the document and attach as an Attachment to the EWO.</li> </ul>	<ul style="list-style-type: none"> <li>• After verifying that the proposal is original, sign and enter the date of the approval.</li> </ul>
3.2 Authorization to proceed with Contract Revisions (FHWA-1365, Record of Authorization to Proceed with Major Contract Revision)  Federal form establishing the approval of changes in the contract.		<ul style="list-style-type: none"> <li>• If the project has federal backing, properly fill out all parts of the form.</li> <li>• Include the authorization as an Attachment to the EWO.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the authorization is properly completed and has the signature of the authorized federal representative.</li> </ul>
3.3 Form ACT-113, Extra Work Order (Rev. 6/09)  Document used to add items not included in the contract.		<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> <li>• Ensure that the EWO is duly filled out in all parts with the Attachments and pertinent evidence.</li> <li>• Verify that the EWO is approved by the CO/EWO Committee prior to beginning additional works.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the EWO is properly filled out; sign and enter the date of approval.</li> <li>• Forms amended by the Manager will not be permitted.</li> </ul>
3.4 Form ACT-32, Committee for Evaluation of CHO and EWO  Document that evaluates the authorization of contract amendments, pursuant to current directives.		<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> <li>• Submit the form to the CO/EWO Committee together with the EWO when said Committee deems pertinent for its approval.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the form is properly filled out.</li> <li>• Forms amended by the Manager will not be permitted.</li> </ul>
3.5 Form ACT-105, Supplementary Contract Number _____  Document that authorizes amendments to the contract.		<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> <li>• Attach the contract as an Attachment to the EWO.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the Contract is properly filled out.</li> <li>• Forms amended by the Manager will not be permitted.</li> </ul>
3.6 Justification for additional time  Argument that supports the time to be given for additional works		<ul style="list-style-type: none"> <li>• Analyze the critical activities from the Progress Schedule to draft the justification supporting the additional time.</li> </ul>	<ul style="list-style-type: none"> <li>• Review the justification and ensure that it is properly supported based on the Progress Schedule.</li> </ul>
3.7 Contract Summary Log (CSL)  General summary of additional costs, payments made, and pending claims in the Authority's construction projects. Includes the additional days added to the contract.		<ul style="list-style-type: none"> <li>• Include this updated form as an Attachment to the EWO, which must be completed as specified in Articles 1.1 and 1.2 of these definitions.</li> </ul>	<ul style="list-style-type: none"> <li>• Review and ensure that the CSL is updated and properly filled out.</li> </ul>
3.8 Attachments of EWO, duly identified  Additional documents that form an essential part of the corresponding EWO.		<ul style="list-style-type: none"> <li>• Detail all Attachments in the "Remarks" section of the EWO and identify them as follows:  <b>Project AC-XXXXXX/Oracle/Federal No.</b> <b>Extra Work Order # XXX</b> <b>Attachment # XXX</b> <b>Page XX of XX</b></li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the Attachments are correctly detailed and identified in the EWO.</li> </ul>

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3.9 Delivery of EWO within the required term  Delivery and appropriate processing of EWO in the term stipulated by the Construction Area.		<ul style="list-style-type: none"> <li>• Send the EWO to the Regional Office for approval on the date established as provided in directives.</li> </ul>	<ul style="list-style-type: none"> <li>• Send the document to the Regional Director for signing within the next three working days.</li> </ul>
<b>4.0 Change Order (Form ACT-118, Rev. 6/09)</b>			
4.1 Authorization to proceed with Contract Revisions (FHWA-1365, Record of Authorization to Proceed with Major Contract Revision)  Federal form establishing the approval of changes in the contract.		<ul style="list-style-type: none"> <li>• If the project has federal backing, properly fill out all parts of the form.</li> <li>• Include the authorization as an Attachment to the CO.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the authorization is properly completed and has the signature of the authorized federal representative.</li> </ul>
4.2 Form ACT-118, Change Order (Rev. 6/09)  Document that amends the contract to increase or decrease the number of original items, those created via Extra Work Orders, and the final closure of the items.		<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> <li>• Ensure that the CO is duly filled out in all parts with the Attachments and pertinent evidence.</li> <li>• Verify that the CO is approved by the CO/EWO Committee prior to beginning additional works.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the CO is properly filled out; sign and enter the date of approval.</li> <li>• Forms amended by the Manager will not be permitted.</li> </ul>
4.3 Form ACT-32, Committee for Evaluation of CHO and EWO  Document that evaluates the authorization of contract amendments, pursuant to current directives.		<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> <li>• Submit the form to the CO/EWO Committee together with the CO when said Committee deems pertinent for its approval.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the form is properly filled out.</li> <li>• Forms amended by the Manager will not be permitted.</li> </ul>
4.4 Form ACT-105, Supplementary Contract Number _____  Document that authorizes amendments to the contract.		<ul style="list-style-type: none"> <li>• Correctly fill out all parts of the form.</li> <li>• Attach the contract as an Attachment to the CO.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the Contract is properly filled out.</li> <li>• Forms amended by the Manager will not be permitted.</li> </ul>
4.5 Justification for additional time  Argument that supports the time to be given for additional works		<ul style="list-style-type: none"> <li>• Analyze the critical activities from the Progress Schedule to draft the justification supporting the additional time.</li> </ul>	<ul style="list-style-type: none"> <li>• Review the justification and ensure that it is properly supported based on the Progress Schedule.</li> </ul>
4.6 Contract Summary Log (CSL)  General summary of additional costs, payments made, and pending claims in the Authority's construction projects. Includes the additional days added to the contract.		<ul style="list-style-type: none"> <li>• Include this updated form as an Attachment to the CO, which must be completed as specified in Articles 1.1 and 1.2 of these definitions.</li> </ul>	<ul style="list-style-type: none"> <li>• Review and ensure that the CSL is updated and properly filled out.</li> </ul>
4.7 Attachments of CO, duly identified  Additional documents that form an essential part of the corresponding CO.		<ul style="list-style-type: none"> <li>• Detail all Attachments in the "Remarks" section of the CO and identify them as follows:  <b>Project AC-XXXXXX/Oracle/Federal No.</b> <b>Change Order # XXX</b> <b>Attachment # XXX</b> <b>Page XX of XX</b></li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the Attachments are correctly detailed and identified in the CO.</li> </ul>





4.8 Delivery of CO within the required term		<ul style="list-style-type: none"> <li>• Send the CO to the Regional Office for approval on the date established as provided in directives.</li> </ul>	<ul style="list-style-type: none"> <li>• Send the CO to the Regional Director for signing within the next three working days.</li> </ul>
Delivery and appropriate processing of CO in the term stipulated by the Construction Area.			
<b>5.0 Project inspection and management</b>			
5.1 Daily inspection and activity reports		<ul style="list-style-type: none"> <li>• Verify that the daily activities report has been prepared appropriately.</li> <li>• Correctly fill out all parts of the inspection report daily.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the report has been correctly prepared and that it has a delay of no more than five days.</li> </ul>
Daily gathering of data on project activities.			
5.2 Weekly and/or extraordinary minutes		<ul style="list-style-type: none"> <li>• Prepare the corresponding minutes and distribute the document at each weekly and/or extraordinary project meeting.</li> <li>• After discussing the minutes, update them and send a copy electronically to the Regional Director and the Supervisor.</li> <li>• Keep a copy in the project file.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that these instructions are followed no more than five working days after each meeting is held.</li> </ul>
Document that incorporates all pending and/or new issues in the project discussed at the meetings held at the Inspection Office.			
5.3 Labor compliance		<ul style="list-style-type: none"> <li>• Ensure that this process is completed as provided in Authority Procedure 08-01-03, Labor Compliance Inspection and Supervision.</li> <li>• Follow up on correspondence sent to the Contractor on guidelines in this regard.</li> <li>• Apply the penalties stipulated in the contract in the pertinent certification.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this procedure is followed.</li> </ul>
Gathering of required documents that demonstrate Contractor/Subcontractor compliance with state and federal labor laws.			
5.4 Supervision and organization of the brigade		<ul style="list-style-type: none"> <li>• Supervise and organize the brigade appropriately according to the works to be carried out in the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this responsibility is upheld according to the corresponding rules and procedures of the Authority.</li> </ul>
Inspection and control of the works and activities of the personnel under the responsibility of the Project Manager.			
5.5 Delivery of attendance sheets		<ul style="list-style-type: none"> <li>• At the end of each two-week period, after the brigade prepares their attendance sheets, review and sign them, being sure to include Form ACT-14, Report on Departures on Official Business and/or Form AC-275, Biweekly Report on Overtime, where applicable.</li> <li>• Prepare his/her own attendance sheet in the same manner.</li> <li>• Forward attendance sheets to the Regional Office within the next two working days after the end of the two-week period.</li> </ul>	<ul style="list-style-type: none"> <li>• Review the attendance of the Project Manager and of the brigade during the next two working days after the end of the two-week period and sign them after ensuring that the information is accurate.</li> <li>• Send the attendance sheets to the Regional Director within the next two working days after the end of the two-week period.</li> <li>• Ensure that these responsibilities are upheld according to the rules and procedures of the Authority.</li> </ul>
Delivery of attendance sheets for personnel under the responsibility of the Project Manager and for the Project Manager himself/herself.			
5.6 Form ACT-25, Overtime Request and Authorization		<ul style="list-style-type: none"> <li>• Submit the request to the Supervisor four weeks in advance of the start date of the two-week period corresponding to the overtime work.</li> <li>• Include a clear and accurate justification for these hours.</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluate the overtime hours requested by the Project Manager and ensure that they are justified according to the tasks to be carried out in the project.</li> <li>• Send the Request to the Regional Director in the established time.</li> </ul>
Document used to request authorization for payment of work performed as overtime.			



<b>6.0 Quality Control</b>			
6.1 Material Testing Schedule (MTS)  Itinerary designed by the Material Testing Office that establishes the quality of the minimum testing to be conducted on the project materials.		<ul style="list-style-type: none"> <li>• Ensure that the materials included in the project are analyzed with samples at the Authority laboratories based on the frequency stipulated in the contract.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
6.2 Manufacturing certificate  Document that certifies the quality of a particular material.		<ul style="list-style-type: none"> <li>• Ensure that the materials included in the project that cannot be analyzed at the Authority laboratories have the corresponding original manufacturing certificate.</li> <li>• Ensure that the certificate is approved by the Material Testing Office of the Agency prior to using the pertinent material.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
6.3 Record of samples  Detailed list of samples sent to the laboratory with the results of the corresponding analysis.		<ul style="list-style-type: none"> <li>• Keep these records up to date.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
6.4 Handling of deficient samples  Inspection and control of deficient or rejected samples.		<ul style="list-style-type: none"> <li>• Make the corresponding discounts for materials that are rejected or whose laboratory results are deficient.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met no more than one month after receipt of the corresponding results.</li> </ul>
<b>7.0 Safety</b>			
7.1 Form ACT-372, Notices of Correction of Safety Hazards  Document that summarizes the safety hazards identified in the project.		<ul style="list-style-type: none"> <li>• Ensure that the Contractor corrects the hazards identified in the OSHA report and in the Transit report within the time stipulated in the form.</li> <li>• Follow up with the Contractor in writing if the defects have not been corrected within the determined time and until they are corrected.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the form includes the dates of the corrections.</li> <li>• Ensure that the hazards have been corrected within the established period.</li> <li>• If the Contractor has not corrected any hazard or the deadline for correction has passed, verify that the Project Manager has evidence of the corresponding follow-up.</li> </ul>
7.2 Delivery of communication on correction of hazards  Letter sent to the Industrial Safety Office notifying of the correction of the hazards identified.		<ul style="list-style-type: none"> <li>• Send a copy of the communication detailing the corrected hazards to the Industrial Safety Office no later than three working days after receipt of the same.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
7.3 Notification of Project Accidents  Letter sent to the Industrial Safety office notifying of accidents that have occurred.		<ul style="list-style-type: none"> <li>• Immediately notify the Industrial Safety office of accidents occurring within the bounds of the project.</li> <li>• Submit the corresponding report no more than one working day after becoming aware of the accident.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>



8.0 Project Closure			
8.1 Items closed during execution of the works  Items whose works the Contractor has completed prior to the project's "substantially completed" date.		<ul style="list-style-type: none"> <li>• Close out 50% of the completed items, at the time of the evaluation, during the development of the project.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
8.2 Items closed after stopping time  Items whose works the Contractor has completed after the project's "substantially completed" date.		<ul style="list-style-type: none"> <li>• Close out 100% of the items completed during the closure period established based on the project's complexity.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify and ensure that the project is closed out as detailed below:</li> </ul> <p>1) <u>TWO MONTHS</u></p> <ul style="list-style-type: none"> <li>&gt; First month – 75%</li> <li>&gt; Second month – 100%</li> </ul> <p>2) <u>THREE MONTHS</u></p> <ul style="list-style-type: none"> <li>&gt; First month – 65%</li> <li>&gt; Second month – 80%</li> <li>&gt; Third month – 100%</li> </ul> <p>3) <u>FOUR MONTHS</u></p> <ul style="list-style-type: none"> <li>&gt; First month – 65%</li> <li>&gt; Second month – 80%</li> <li>&gt; Third month – 95%</li> <li>&gt; Fourth month – 100%</li> </ul>



Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Quarterly Evaluation				
	1 = complies 0 = does not comply				
	Month 1	Month 2	Month 3	Score Obtained per Task	Maximum Score per Task
<b>1. Monthly Reports</b>					
<b>1.1 Contract Summary Log (CSL)</b>					
1.1.1 Follow-up					
1.1.2 Review					
1.1.3 Delivery					
<b>1.2 Construction Improvement Program (CIP)</b>					
1.2.1 Follow-up					
1.2.2 Review					
1.2.3 Delivery					
<b>1.3 Active Projects Report (IPA, in Spanish)</b>					
1.3.1 Follow-up					
1.3.2 Review					
1.3.3 Delivery					
<b>1.4 Work Plan Report (IPT, in Spanish)</b>					
1.4.1 Follow-up					
1.4.2 Delivery					
<b>Total Score Section 1 Tasks:</b>					
<b>2.0 Monthly Payment Certification (Form ACT-117, Rev. 6/09)</b>					
2.1 Follow-up					
2.2 Review					
2.3 Delivery					
<b>Total Score Section 2 Tasks:</b>					
<b>3.0 Extra Work Order (Form ACT-113, Rev. 6/09)</b>	EWOs evaluated this quarter:				
3.1 Basis of Initial Negotiation					
3.2 Follow-up					
3.3 Review					
3.4 Delivery					
<b>Total Score Section 3 Tasks:</b>					
<b>4.0 Change Order (Form ACT-118, Rev. 6/09)</b>	COs evaluated this quarter:				
4.1 Follow-up					
4.2 Review					
4.3 Delivery					
<b>Total Score Section 4 Tasks:</b>					



*Certified to be a correct and true translation from the source text in Spanish to the target language English.*  
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 By Targem Translations Inc.



**WORK SHEET 1.0 – MONTHLY REPORTS**  
**EXECUTION EVALUATION OF THE PROJECT SUPERVISOR**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>1. Monthly Reports</b>			
<b>1.1 Contract Summary Log (CSL)</b>			
1.1.1 Follow-up			
1.1.2 Review			
1.1.3 Delivery			
<b>1.2 Construction Improvement Program (CIP)</b>			
1.2.1 Follow-up			
1.2.2 Review			
1.2.3 Delivery			
<b>1.3 Active Projects Report (IPA, in Spanish)</b>			
1.3.1 Follow-up			
1.3.2 Review			
1.3.3 Delivery			
<b>1.4 Work Plan Report (IPT, in Spanish)</b>			
1.4.1 Follow-up			
1.3.3 Delivery			
Evaluated by: _____ Discussed with: _____	Remarks:		
_____			
Regional Director Supervisor			



Cert. Number: _____		Assigned Date of Cert.: _____	
Date of the Cert.: _____		Date of Manager's Signature: _____	
Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>2.0 Monthly Payment Certification (Form ACT-117, Rev. 6/09)</b>			
2.1 Follow-up			
2.2 Review			
2.3 Delivery			
Evaluated by: _____ Discussed with: _____  _____ Regional Director Supervisor	Remarks:		





**WORK SHEET 4.0 – CHANGE ORDER (Form ACT-118)**  
**EXECUTION EVALUATION OF THE PROJECT SUPERVISOR**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period: \_\_\_\_\_  
Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

CO Number: _____		CO Authorization Date.: _____		
CO Date: _____		Date of EWO/CHO Committee: _____		
Description	Month Evaluation:			
	Document Number in the period:			
	Compliant	Noncompliant	N/A	Remarks
4.0 Change Order (Form ACT-118, Rev. 6/09)				
4.1 Follow-up				
4.2 Review				
4.3 Delivery				
Evaluated by: _____  Discussed with: _____  <div style="display: flex; justify-content: space-around;"> <span>Regional Director</span> <span>Supervisor</span> </div>	Remarks:			



**WORK SHEET 5.0 – TIME EXTENSION**  
**EXECUTION EVALUATION OF THE PROJECT SUPERVISOR**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>5.0 Time Extension</b>			
5.1 Memorandum of Time Extension			
5.2 Authorization to proceed with Contract Revisions			
5.3 Executive Summary			
5.4 Supplementary Contract (ACT-105)			
5.5 Updated Contract Summary Log			
5.6 Attachments, duly identified			
5.7 Send the document within the required term			
Evaluated by: _____ Discussed with: _____  _____ Regional Director Supervisor	Remarks:		



**WORK SHEET 6.0 – PROJECT SUPERVISION  
EXECUTION EVALUATION OF THE PROJECT SUPERVISOR**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period: \_\_\_\_\_  
Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

<b>Description of the Task</b>	<b>Month:</b>		<b>Remarks</b>
	<b>Compliant</b>	<b>Noncompliant</b>	
<b>6.0 Project Supervision</b>			
6.1 Attend weekly project meetings			
6.2 Review and deliver attendance sheets of PMs and the Supervisor himself/herself in the established time			
6.3 Overtime Request			
<div> <div>Evaluated by:</div> <div>Discussed with:</div> </div>  <div> <div>_____</div> <div>_____</div> </div> <div> <div>Regional Director</div> <div>Supervisor</div> </div>	Remarks:		



**WORK SHEET 7.0 – PM EVALUATIONS**  
**EXECUTION EVALUATION OF THE PROJECT SUPERVISOR**

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description of the Task	Month:		Remarks
	Compliant	Noncompliant	
<b>7.0 PM Evaluations</b>	PM Name: _____		
7.1 Delivery			
7.2 Review			
Evaluated by: _____ Discussed with: _____  _____ Regional Director Supervisor	Remarks: _____		



**DEFINITIONS OF TASKS  
 EXECUTION EVALUATION OF THE PROJECT SUPERVISOR**

**INSTRUCTIONS:** The Regional Director must ensure that the Supervisor completes and upholds the tasks and responsibilities defined below (see detailed instructions at the end of this document):

Task and Definition	Responsibility of the Supervisor		Regional Director's Evaluation
1.0 Monthly Reports			
1.1 Contract Summary Log (CSL)  General summary of additional costs, payments made, and pending claims in the Authority's construction projects. Includes additional days added to the contract.	1.1.1 Follow-up	• Notify the PM in writing in advance of the CSL due date.	• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.
	1.1.2 Review	• Verify that the information provided in all sections is correct.	• Ensure that all parts of the CSL are properly completed.
	1.1.3 Delivery	• Deliver this report to the Regional Director three working days before the due date. • When the delivery date is a nonworking day, send the report on the next business day.	• Send the CSL to the Director of the Construction Area on the date established as provided in directives.
1.2 Construction Improvement Program (CIP)  General summary of the additional costs and payments made in the Authority's construction projects. Includes additional days added to the contract.	1.2.1 Follow-up	• Notify the PM in writing in advance of the CIP due date.	• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.
	1.2.2 Review	• Verify that the information provided in all sections is correct.	• Ensure that all parts of the CIP are properly completed.
	1.2.3 Delivery	• Deliver this report to the Regional Director three working days before the due date. • When the delivery date is a nonworking day, send the report on the next business day.	• Send the CIP to the Director of the Construction Area on the date established as provided in directives.
1.3 Active Projects Report (IPA, in Spanish)  General summary of the additional costs and payments made in the Authority's construction projects. Includes additional days added to the contract.	1.3.1 Follow-up	• Notify the PM in writing in advance of the IPA due date.	• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.
	1.3.2 Review	• Verify that the information provided in all sections is correct.	• Ensure that all parts of the IPA are properly completed.
	1.3.3 Delivery	• Deliver this report to the Regional Director three working days before the due date. • When the delivery date is a nonworking day, send the report on the next business day.	• Send the IPA to the Director of the Construction Area on the date established as provided in directives.
1.4 Work Plan Report (IPT, in Spanish)  Summary of the data on projections for lane closures and work plans	1.4.1 Follow-up	• Notify the PM in writing in advance of the IPT due date.	• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.



affecting the flow of vehicular traffic on roadways.	1.4.2 Review	<ul style="list-style-type: none"> <li>• Verify that the information provided in all sections is correct.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that all parts of the IPT are properly completed.</li> </ul>
	1.4.3 Delivery	<ul style="list-style-type: none"> <li>• Deliver this report to the Regional Director three working days before the due date.</li> <li>• When the delivery date is a nonworking day, send the report on the next business day.</li> </ul>	<ul style="list-style-type: none"> <li>• Send the IPT to the Director of the Construction Area on the date established as provided in directives.</li> </ul>
<b>2.0 Monthly Payment Certification (Form ACT-117; Rev. 6/09)</b>			
<b>2.1 Monthly Progress Payment Report Form (Monthly Payment Certification, Rev. 6/09)</b>  Document certifying that the Contractor has executed all or part of the contracted work, meeting the requirements established in the contract during a specific period of time.	2.1.1 Follow-up	<ul style="list-style-type: none"> <li>• Notify the PM in writing of the date established for the certification to ensure that it is delivered on time.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.</li> </ul>
	2.1.2 Review	<ul style="list-style-type: none"> <li>• Verify that the information provided in all sections is correct.</li> <li>• Ensure that the certification is duly completed with all Attachments and pertinent evidence.</li> <li>• Sign the certification and enter the date of approval.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the certification is properly completed and includes all pertinent documentation.</li> <li>• Sign the certification and enter the date of this approval.</li> </ul>
	2.1.3 Delivery	<ul style="list-style-type: none"> <li>• Send the certification to the Regional Director to be signed within the next three working days.</li> </ul>	<ul style="list-style-type: none"> <li>• Send the certification to the Project Control Office for the corresponding processing on the date established as indicated in directives.</li> </ul>
<b>3.0 Extra Work Order (Form ACT-113; Rev. 6/09)</b>			
<b>3.1 Basis of Initial Negotiation</b>  Contractor's economic proposal for additional works.		<ul style="list-style-type: none"> <li>• Ensure that the proposal is original and supported. Sign it and enter the date of this approval.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify the Proposal and ensure that it is signed by the PM, Supervisor, and the Contractor.</li> <li>• If necessary, recommend actions to be taken.</li> </ul>
<b>3.2 Extra Work Order Form (Rev. 6/09)</b>  Document used to add items not included in the contract.	3.1.1 Follow-up	<ul style="list-style-type: none"> <li>• Notify the PM in writing of the date established for the EWO to ensure that it is delivered on time.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.</li> </ul>
	3.1.2 Review	<ul style="list-style-type: none"> <li>• Verify that the information provided in all sections is correct.</li> <li>• Ensure that the EWO is duly completed with all Attachments and pertinent evidence.</li> <li>• Sign the document and enter the date of approval.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the EWO is properly completed and includes all pertinent documentation.</li> <li>• Sign the document and enter the date of approval.</li> </ul>
	3.1.3 Delivery	<ul style="list-style-type: none"> <li>• Send the EWO to the Regional Director to be signed within the next three working days.</li> </ul>	<ul style="list-style-type: none"> <li>• Send the EWO to the Project Control Office for the corresponding processing on the date established as indicated in directives.</li> </ul>





<b>4.0 Change Order (Form ACT-118; Rev. 6/09)</b>			
<b>4.1 Form ACT-118, Change Order (Rev. 6/09)</b>  Document that amends the contract to increase or decrease the number of original items, those created via Extra Work Orders, and the final closure of the items.	4.1.1 Follow-up	<ul style="list-style-type: none"> <li>• Notify the PM in writing of the date established for the CO to ensure that it is delivered on time.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the Supervisor demonstrates this notification with a copy, whether by email, memo, or fax.</li> </ul>
	4.1.2 Review	<ul style="list-style-type: none"> <li>• Verify that the information provided in all sections is correct.</li> <li>• Ensure that the CO is duly completed with all Attachments and pertinent evidence.</li> <li>• Sign the document and enter the date of approval.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that the CO is properly completed and includes all pertinent documentation.</li> <li>• Sign the document and enter the date of approval.</li> </ul>
	4.1.3 Delivery	<ul style="list-style-type: none"> <li>• Send the CO to the Regional Director to be signed within the next three working days.</li> </ul>	<ul style="list-style-type: none"> <li>• Send the CO to the Project Control Office for the corresponding processing on the date established as indicated in directives.</li> </ul>
<b>5.0 Time Extension</b>			
<b>5.1 Memorandum of Time Extension</b>  Document whereby request is made of the Office of the Executive Director to extend the time of the project.		<ul style="list-style-type: none"> <li>• Ensure delivery of the Memorandum with all required information.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>5.2 Authorization to proceed with Contract Revisions (FHWA-1365, Record of Authorization to Proceed with Major Contract Revision)</b>  Federal form establishing the approval of changes in the contract.		<ul style="list-style-type: none"> <li>• If the project includes federal support, correctly fill out all parts of the form.</li> <li>• Attach the signed authorization as Attachment to the Time Extension.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>5.3 Executive Summary</b>  Concise request for time extension.		<ul style="list-style-type: none"> <li>• Complete all parts of the form and attach it as an Attachment to the Time Extension.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>5.4 Form ACT-105, Supplementary Contract No. ____</b>  Document that authorizes amendments to the contract.		<ul style="list-style-type: none"> <li>• Complete all parts of the form and attach it as an Attachment to the Time Extension.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>5.5 Contract Summary Log (CSL)</b>  General summary of additional costs, payments made, and pending claims in the Authority's construction projects. Includes additional days added to the contract.		<ul style="list-style-type: none"> <li>• Complete all parts of the form and attach it as an Attachment to the Time Extension.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>5.6 Attachments, duly identified</b>  Additional documents that form an essential part of the corresponding EWO/CO.		<ul style="list-style-type: none"> <li>• Detail all Attachments and identify them as follows:   <b>Project AC-XXXXXX/Oracle/Federal No. Time Extension #XX</b>  <b>Page XX of XX</b> </li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>



5.7 Delivery of EWO/CO within the required term  Delivery and appropriate processing of the CO/EWO within the term stipulated by the Construction Area.		<ul style="list-style-type: none"> <li>• Send the Time Extension to the Regional Director to be signed within the next three working days.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> </ul>
<b>6.0 Supervision and organization of the brigade</b>			
6.1 Attendance at weekly project meetings		<ul style="list-style-type: none"> <li>• The Supervisor attends at least two meetings per project each month.</li> <li>• Ensure that the PM prepares the corresponding minutes no more than five working days after each meeting.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that the pertinent minutes reflect the attendance of the Supervisor at the meetings.</li> </ul>
6.2 Review and delivery of PM attendance sheets and his/her own attendance sheets in the established time.		<ul style="list-style-type: none"> <li>• At the end of each two-week period, prepare their attendance sheet, review and sign, being sure to include Form ACT-14, Report on Departures on Official Business.</li> <li>• Send the attendance sheet to the Regional Director within the next two working days after the end of the two-week period.</li> <li>• Review the attendance sheets of the PMs within the next two working days after the end of the two-week period and sign them after ensuring that the information is true and accurate.</li> </ul>	<ul style="list-style-type: none"> <li>• Review the attendance sheet of the Supervisor and sign it after ensuring that the information is true and accurate, including the pertinent documents.</li> <li>• Ensure that these provisions are upheld according to the rules and procedures of the Authority.</li> <li>• Ensure that all attendance sheets are sent to the Department of Human Resources and Industrial Safety for the corresponding action.</li> </ul>
6.3 Form ACT-25, Request for Overtime Work  Document to request authorization to work overtime.		<ul style="list-style-type: none"> <li>• Evaluate the overtime hours requested by the PM and ensure that they are justified based on the tasks to be completed in the project.</li> <li>• Send the Request to the Regional Director in the established time.</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluate the request and send it to the Director of the Construction Area for the pertinent approval.</li> </ul>
<b>7.0 Project Manager Evaluations</b>			
7.1 Work Sheets for Execution Evaluation of the Project Manager (Forms ACT-742a to ACT-742h)  Documents that measure the tasks of the PM once a month based on the classification of their position.	7.1.1 Measurement	<ul style="list-style-type: none"> <li>• Evaluate the PM monthly in each task using the work sheets, supporting the evaluation with the pertinent data.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> <li>• Finalize the evaluation by completing all parts and signing.</li> </ul>
	7.1.2 Delivery	<ul style="list-style-type: none"> <li>• Deliver the document in the established time.</li> </ul>	<ul style="list-style-type: none"> <li>• Gather all evaluations and send them to the Construction Director for corresponding processing.</li> </ul>
7.2 Form ACT-742 "Execution Evaluation of the Project Manager"  Document that summarizes the three months of measurement of the evaluation period of the PM.	7.2.1 Measurement	<ul style="list-style-type: none"> <li>• Complete the form every three months based on the monthly evaluations conducted for the PM.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> <li>• Finalize the evaluation by completing all parts and signing.</li> </ul>
	7.2.2 Delivery	<ul style="list-style-type: none"> <li>• Deliver the document in the established time.</li> </ul>	<ul style="list-style-type: none"> <li>• Gather all evaluations and send them to the Construction Director for corresponding processing.</li> </ul>
7.3 Form ACT-744 "Performance Evaluation of the Project Manager"  Document that measures the duties and responsibilities of the PM once a month based on the performance of their functions.	7.3.1 Measurement	<ul style="list-style-type: none"> <li>• After evaluating the execution evaluations, measure the performance of the PM once a month according to the performance levels established for this purpose.</li> <li>• Ensure inclusion of the final score in the pertinent evaluation (third month).</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure that this requirement is met.</li> <li>• Finalize the evaluation by completing all parts and signing.</li> </ul>
	7.3.2 Delivery	<ul style="list-style-type: none"> <li>• Deliver the document in the established time.</li> </ul>	<ul style="list-style-type: none"> <li>• Gather all evaluations and send them to the Construction Director for corresponding processing.</li> </ul>



SUPERVISOR'S PERFORMANCE EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

<b>Duties and Responsibilities</b>	<b>Performance Levels</b>			
	<b>Excellent</b> <b>(100-90)</b>	<b>Good</b> <b>(89.9-80)</b>	<b>Average</b> <b>(79.9-65)</b>	<b>Deficient</b> <b>(64.9-0)</b>
<b>1.0 Management Reports</b>				
1.1 Includes the truly relevant problems requested in the reports, and not matters of ordinary processes, unless those processes are not operating as they should.				
<b>2.0 Management and Inspection</b>				
2.1 Identifies errors or omissions in the plans, solves and documents problems quickly and efficiently, with minimal involvement of the Supervisor and Regional Director, before they affect the project's progress.				
2.2 Demonstrates a complete understanding of the plans, contract, materials, and construction methods used by the Contractor.				
2.3 Ensures that the Contractor fully upholds all requirements from the contract.				
2.4 Is a facilitator between the Contractor and the other offices that support the project during the course thereof, such that they can be resolved in as little time as possible without affecting the progress of the project.				
2.5 Maintains an appropriate work environment that is respectful, cordial, and professional, such that office and field work can be carried out effectively and productively.				
2.6 Demonstrates leadership and initiative in the resolution of conflicts and situations that arise in the project.				
2.7 Works all hours in the established work schedule with additional time needed to complete his/her work.				
<b>3.0 Supervision and Organization of the Brigade</b>				
6.2 Trains and organizes the inspection brigade daily, so as not to affect the progress of the project.				
<b>Performance Evaluation Average:</b>				
Evaluated by: _____ Supervisor	Discussed with: _____ PM	Remarks: _____		



REGIONAL DIRECTOR'S PERFORMANCE EVALUATION OF THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

<b>Duties and Responsibilities</b>	<b>Performance Levels</b>			
	<b>Excellent</b> <b>(100-90)</b>	<b>Good</b> <b>(89.9-80)</b>	<b>Average</b> <b>(79.9-65)</b>	<b>Deficient</b> <b>(64.9-0)</b>
<b>1.0 Management Reports</b>				
1.1 Promptly drafts extraordinary reports when required. Delivers these reports on the requested date and with correct and updated information.				
<b>2.0 Management and Inspection</b>				
2.1 Demonstrates commitment and willingness. Responds promptly when called or when a message is left for him/her to contact the Regional Director.				
2.2 Follows the directives stipulated by the Construction Area and/or Regional Office.				
2.3 Attends the meetings called by the Regional Director with the required punctuality.				
<b>Performance Evaluation Average:</b>				
Evaluated by: _____ Supervisor	Discussed with: _____ PM	Remarks: _____		



## PERFORMANCE EVALUATION OF THE PROJECT SUPERVISOR

Name: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Number of Projects: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Supervised: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

<b>Duties and Responsibilities</b>	<b>Performance Levels</b>			
	<b>Excellent</b> <b>(100-90)</b>	<b>Good</b> <b>(89.9-80)</b>	<b>Average</b> <b>(79.9-65)</b>	<b>Deficient</b> <b>(64.9-0)</b>
<b>1.0 Management and Inspection</b>				
1.1 Resolves and documents problems quickly and efficiently, with minimal involvement of the Regional Director or Construction Area Director, before they affect the project's progress.				
1.2 Regularly oversees the project(s) to gain firsthand knowledge of the activities and performance of the Contractor.				
1.3 Ensures that the Contractor fully upholds all requirements from the contract.				
1.4 Develops and maintains excellent relationships with the Contractor that are cordial, ethical, and professional, so that the issues and conflicts arising naturally in the project can be resolved similarly.				
1.5 Is a facilitator between the Contractor and the other offices that support the project during the course of the same, such that they can be resolved in as little time as possible without affecting the progress of the project.				
1.6 Demonstrates commitment and willingness. Responds promptly when called or when a message is left for him/her to contact his/her supervisors.				
1.7 Maintains an appropriate work environment that is respectful, cordial, and professional, such that office and field work can be carried out effectively and productively.				
1.8 Demonstrates leadership and initiative in the resolution of conflicts and situations that arise in the project.				
1.9 Ensures that the processing of the request for substantial completion of the project is carried out in a timely manner and in accordance with the contract requirements.				



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HIGHWAYS

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 Department of Transportation and Public Works  
**HIGHWAY AND TRANSPORTATION AUTHORITY**  
 Construction Area

ACT-746  
 (7/11)

## PERFORMANCE EVALUATION OF THE PROJECT SUPERVISOR

Name: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Number of Projects: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Supervised: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

<b>Duties and Responsibilities</b>	<b>Performance Levels</b>			
	<b>Excellent</b>	<b>Good</b>	<b>Average</b>	<b>Deficient</b>
	<b>(100-90)</b>	<b>(89.9-80)</b>	<b>(79.9-65)</b>	<b>(64.9-0)</b>
<b>2.0 Supervision and Organization of the Brigade</b>				
2.1 Delegates the functions he/she deems necessary to his/her subordinates, while always considering that his/her supervisory status cannot be delegated. Monitors, verifies, reviews, and oversees the delegated activities to be sure they are fully and correctly completed.				
2.2 Provides instruction and guidance to PMs on their duties and responsibilities.				
<b>Performance Evaluation Average:</b>				
Evaluated by: _____  _____ Supervisor	Discussed with: _____  _____ PM	Remarks: _____   _____		

Page 2 of 2 Supervisor Performance



# AUTHORIZATION FOR PAYMENT OF COMPENSATION TO THE PROJECT MANAGER

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description	PM Evaluation
<b>1.0 Evaluations</b>	
1.1 Execution Evaluations (80%)	
1.2 Performance (Supervisor Evaluation 10%)	
1.3 Performance (Regional Director Evaluation 10%)	
<b>Evaluation % Obtained:</b>	
<b>2.0 Compensation % Obtained</b>	
2.1 Applicable %	
2.1.2 Excellent 100%-95% = 100%	
2.1.2 Good 94.99%-70% = Evaluation % Obtained	
2.1.3 Average 69.99%-50% = 50%	
2.1.4 Deficient 49.99%-0% = 0%	
<b>3.0 Participant Compensation</b>	
3.1 Applicable Months for Evaluation Period	
3.2 Maximum Monthly Compensation per Participant	
<b>Compensation Obtained by Participant:</b>	
<b>4.0 Reduction for Items Pending Closure</b>	
4.1 Applicable percentage	
4.2 Applicable Months for Closure Adjustment	
<b>Reduction for Items Pending Closure:</b>	
<b>Participant's Final Compensation:</b>	
Recommended by:  <div style="text-align: center;">             _____              Regional Director           </div> <div style="text-align: center;">             _____              Construction Area Director           </div> Approved by:  <div style="text-align: center;">             _____              Assistant Executive Director              for Infrastructure           </div>	Remarks





AUTHORIZATION FOR PAYMENT OF COMPENSATION TO THE PROJECT SUPERVISOR

Name: \_\_\_\_\_ Project: \_\_\_\_\_ Regional Office: \_\_\_\_\_  
 Position: \_\_\_\_\_ Complexity: \_\_\_\_\_ Evaluation Period/Year: \_\_\_\_\_  
 Number: \_\_\_\_\_ Completion: \_\_\_\_\_ Evaluation Date: \_\_\_\_\_

Description	Supervisor Evaluation
<b>1.0 Evaluations</b>	
1.1 Execution Evaluations (90%)	
1.2 Performance (10%)	
<b>Evaluation % Obtained:</b>	
<b>2.0 Compensation % Obtained</b>	
2.1 Applicable %	
2.1.2 Excellent 100%-95% = 100%	
2.1.2 Good 94.99%-70% = Evaluation % Obtained	
2.1.3 Average 69.99%-50% = 50%	
2.1.4 Deficient 49.99%-0% = 0%	
<b>3.0 Participant Compensation</b>	
3.1 Applicable Months for Evaluation Period	
3.2 Maximum Monthly Compensation per Participant	
<b>Participant's Final Compensation:</b>	
Recommended by:	Remarks
_____	
Regional Director	
_____	
Construction Area Director	
Approved by:	
_____	
Assistant Executive Director for Infrastructure	



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Original: Preintervention office

Copy: Employee record

Copy: Employee

Copy: Office or Division

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Government of Puerto Rico  
Department of Transportation and Public Works  
**HIGHWAY AND TRANSPORTATION AUTHORITY**  
Construction Area

ACT-256

(Rev. 6/10)

**ATTACHMENT X**

<b>TRAVEL ORDER</b>		<b>10</b>	<b>TRAVEL ORDER NUMBER</b>	<b>17</b>
Name		1	Social Security	9
Title or Position	Group	Office		Area
Official Place of Work		Private Residence		
Allowance Type		Started on _____		Operation Code
1. Regular	18			19
2. Flat-rate		Finished on _____		1. New
3. Special Flat-rate				2. Change
				3. Eliminated
Official Temporary Workplace		Employee Signature		
Itinerary:				
(Must use the shortest route unless otherwise necessary for the good of the service)				
Purpose of the Trip:				
Transportation Type: _____ Private automobile _____ Automobile owned by the Authority _____ Public automobile _____ Other Plate Number: _____ Make _____ Model _____ Drivers License Number _____ Auto Insurance: _____ Company Name _____ Coverage _____ Expires _____ Policy Number _____				
Duties of the Employee:				
Circumstances justifying the use of a private automobile:				

I certify that the trips that this employee will make are necessary to perform his/her work functions; that the type of allowance and transportation requested must be restricted to the cases that are most economical and advantageous for the Authority; pursuant to Regulation 09-001 "Travel Expenses and Representation"; and that all information provided in this request is correct.

\_\_\_\_\_  
Immediate Supervisor Title Date

Authorization is given to travel and to incur the necessary expenses to carry out official business. This trip will be subject to the rules established by the Authority. A detailed report must be submitted indicating all transportation expenses and allowances given.

Approved by: \_\_\_\_\_  
Executive Director or Title Date  
Authorized Representative



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### TRANSLATOR'S CERTIFICATE OF TRANSLATION

Translation from: Spanish (Puerto Rico) into English (US)  
TARGEM Translations Inc.

I, Pura Reyes Gilestra-ATA # 244688 ♦ NAJIT # 3449, acting as translator at TARGEM Translations Inc., a NEW YORK City corporation, with its principal office at 143 Rodney Street, Brooklyn, NY, 11211, USA, certify that:

the English translated document is a true and accurate translation of the original Spanish and has been translated to the best of my knowledge.

Original Document Name: **Carlos R. Céspedes-Gómez - 138396**

Signed this 22<sup>nd</sup> day of July 2022

A handwritten signature in cursive script, appearing to read 'Pura Reyes Gilestra', written over a horizontal line.

Pura Reyes Gilestra

